
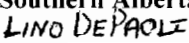


group telecom**AMENDMENT**

Further to the Landlord's Consent document (the "Consent") between the Southern Alberta Institute of Technology ("Landlord") and GT Group Telecom Services Corp. ("GT"), being fully executed and effective October 12, 2001, it is agreed between the parties that the Consent be amended to include the following sites (the "Amendment"):

1. All buildings located on the Main Campus located at 1301 - 16th Avenue, N.W., Calgary, AB, as required to provide services to the Landlord; 105263
105264
2. The two buildings that comprise the Mayland Heights Campus being:
Bob Edwards Building: 15 Centre Avenue East, Calgary, AB & 105858
NR Buck Crump Building: 1940 Centre Avenue NE, Calgary, AB. 105242

The parties acknowledge and approve of this Amendment by dating and signing as designated below:

Date: <u>May. 22. 02</u>	Date: <u>May 16 - 02</u>
GT Group Telecom Services Corp.	Southern Alberta Institute of Technology
	
Per: _____	Per: _____
Name: _____	PER: Name: _____
Title: Director Facilities, National	Title: Vice President, Administration

LANDLORD'S CONSENT

SAIT Campus

In consideration of the installation of equipment by GT Group Telecom Services Corp. ("GT") to enhance telecommunications services of the tenants located at **1301 – 16th Avenue NW (Burns Building) & 1407 – 14th Avenue NW (Alberta College of Art & Design)** ("Building"), The Board of Governors of the **Southern Alberta Institute of Technology** ("Landlord") consents to such installation on the following terms:

1. a) GT will install, maintain and operate its telecommunication equipment in accordance with drawings attached and applicable legislation/code – standards for telecommunications equipment must be met
 b) Premises: Point of Presence (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 will 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. GT shall provide proof satisfactory to the Landlord that GT has valid subsisting public liability and property damage insurance showing the types of coverage, the amounts and the effective dates of the insurance, which shall not be less than \$2,000,000.00 for bodily injury and property damage inclusive limits or such greater amount as elsewhere provided in the agreement. Failure for any reason to furnish this proof shall be a breach of the Agreement, allowing the Landlord to terminate the Agreement or at the Landlord's option to supply such insurance and charge the cost to GT

The Landlord may require GT to have the Landlord added as an insured party to the insurance policy and/or require GT to furnish a certified copy of the policy for such insurance.

4. 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.
5. To the fullest extent permitted by law, GT shall indemnify and save SAIT, its Governors, officers, employees and agents harmless from and against any and all claims, demands, charges, losses, suites, actions or other proceedings, including reasonable legal fees incurred, caused directly or indirectly, in whole or in part, by any negligent act or omission or error of GT of their failure of GT to perform its obligations under this Agreement. Proof of WCB coverage and Liability Insurance shall be provided to SAIT.
6. GT will 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. Any connections to SAIT systems must be approved by SAIT in order to allow SAIT Occupational Health and Safety personnel to perform assessments prior to construction .

May 15, 2001

7. No party will assign its rights in and under this Agreement, or any part thereof without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Any purported assignment without the required prior written consent is not binding or enforceable against any party.
8. 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.
9. GT is an independent contractor for the purpose of this Agreement and shall not be deemed to be a servant, employee or agent of SAIT
10. Either party may cancel this agreement at any time by providing the other party 60 days written notification of termination.

Dated: Oct 12, 2001
GT GROUP TELECOM SERVICES CORP.

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

I have authority to bind the corporation

Mailing Address for Notices:

Suite #700, 20 Bay Street
Toronto, Ontario M5J 2N8

Attention: _____

Facsimile: _____

Dated: October 30 2001
LANDLORD

Title: Vice President, Administration

I have authority to bind the corporation

Mailing Address for Notices:

1301-16th Avenue N.W. (Burns) & 1407-14th
Avenue N.W. (ACAD)

Attention: _____

Facsimile: _____ Tel: _____

Schedule "C"

The Following forms part of the Landlord Consent Document:

The Landlord (The Southern Alberta Institute of Technology – SAIT) agrees that Group Telecom (GT) may use sub-contractors to perform some of the work required to deliver services, these contractors shall perform all work in a professional manner and will report directly to Group Telecom. The sub-contractors will be supervised by GT Group Telecom agents or employees and will perform only work approved by GT Group Telecom and the Landlord, acting reasonably. Due to the knowledge and familiarity of the site, the parties acknowledge that Shaw Communications will be used as one of the sub-contractors.