LANDLORD'S CONSENT The City of Airdrie

In consideration of the installation of equipment by GT Group Telecom Services Corp. ("GT") to enhance telecommunications services of the tenants located at <u>(refer Schedule "A")</u>, to <u>The City of Airdrie</u> ("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; (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.
- 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 current 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 in the event of termination of services to the Landlord 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 permission of the Landlord, not to be unreasonably withheld, 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 Buildings' electrical systems and utilities including telephone, fibre and hydro and where applicable, to connect to Landlords' 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, or Buildings, as the case may be.

| Dated: | Dated: January 18, 2002 |
|---|--|
| GT GROUP TELECOM SERVICES CORP. | THE CIPS OF AIRDARE |
| Per: | Per: ∡ |
| Name: Jim Tsaknis | Name: |
| Title: Director, National Facilities I have authority to bind the corporation | Title: Mayor Gity Clerk I have authority to bind the corporation |

SCHEDULE "A"

The following is a list of Buildings that currently have Equipment owned and operated by GT, subject to the terms and conditions laid out in this Consent:

City Hall

125 Main Street

Public Works East Lake Aqua Centre 15 East Lake Hill Court 800 East Lake Boulevard

Airdrie EMS

821 Main Street

The Landlord and GT agree that this schedule may be modified in the future with written consent of both parties.