

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 827 Fort Street, Victoria, B.C. ("Building"), Madison Avenue Holdings Ltd., Inc. No. 259374 ("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 and marked Schedule 'A'. Additional installation of equipment or associated materials outside the area designated in red on Schedule 'A', or use of any equipment to service a tenant other than the Ministry of Child and Families (or any successor to the Ministry of Child and Families) (the "Tenant") will require further written consent of the Landlord, which consent will not be unreasonably withheld.
- (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 caused by GT, its agents or employees.
3. All initial and future equipment which shall remain the property of GT, will be installed, operated, maintained and relocated in a good and worklike 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 service to the Tenant, 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 Tenant vacates, with a view to providing service to a subsequent tenant, subject to written consent from the Landlord, and reserving the right to enter the Building and remove its equipment on notice to the Landlord.
4. Landlord agrees to provide to any prospective purchaser or mortgagee ("transferee") of the Building actual notice of this consent by delivering a copy of this consent to such prospective transferee before completion of the transfer transaction.
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. GT will pay for its own electrical consumption annually in arrears. GT warrants that its annual consumption will not exceed \$ 300.00 per annum and will provide consumption data to Landlord each year. Such payment by GT shall be subject to escalation as reasonably determined by Landlord.
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. GT will indemnify the Landlord against damage to any person or property caused directly or indirectly by GT, its agents, subcontractors and employees, including injury to any tenant, licensee, invitee, agent or employee of the Tenant or the Landlord, including death resulting at any time therefrom, and specifically including, on a solicitor and client basis, any cost incurred by the Landlord to defend any action commenced against the Landlord for such damages.

Dated: May 22, 2001

Dated: April 5th, 2001

GT Group Telecom Services Corp.

Landlord: 1

Per: _____

Name: _____

Title: Vice President & General Manager, Pacific Region

Title: OWNER

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:

Third Floor, 26 Bastion Square
Victoria, B.C. V8W 1H9

Attention: Director, Facilities

Facsimile: (416) 848-2834 Tel: (416) 848-2076