

D

ANTENNA INSTALLATION AGREEMENT

T HIS Agreement dated for reference the 29 day of May, 2001
BETWEEN

**STRATA LOTS 1 & 2, VICTORIA CITY
Strata Plan VIS 4516**

(hereinafter referred to as the "Owner")

OF THE FIRST PART

AND

**GT SERVICES CORP.
GT GROUP TELECOM CORP. LTD.
#500 - 711 Broughton Street
Victoria, BC
V8W 1E2**

[Signature]

(hereinafter referred to as "Operator")

OF THE SECOND PART

W HEREAS

the Owner is the registered owner of those lands having a municipal address of 940 Blanshard Street, Victoria, BC (the "Lands") and has agreed to lease to the Owner those premises comprising a portion of the roof of the building located on the Lands.

NOW THEREFORE in consideration of the terms and conditions set out below the Owner and the Operator agree as follows:

1. DEMISE AND TERM

The Owner leases to the Operator the Premises for a term of **Three months** (the "Term") commencing the 24th day of **April** and ending on the 23rd day of **July**, 2001.

2. OPTIONS TO RENEW

Deleted.

D

3. RENEWAL TERMS

Deleted.

4. RENT AND TAXES

The Operator shall pay to the Owner rent (the "Rent") in the amount of One Thousand Dollars (\$1,000.00) in advance, on the first day of the Term commencing the 24th day of April, 2001, and, if applicable, goods and services tax as levied under lawful authority by the federal government of Canada. In addition, the Operator shall upon receipt of an invoice from the Owner pay when due all taxes and local improvement charges levied with respect to the Operator's use and occupation of the Premises and installation of the Works, by any taxing authority having jurisdiction. The Owner's GST number is R107864738.

5. ELECTRICITY

The Owner shall provide the Operator with electrical power.

6. USES

The Owner grants the Operator the right to use the Premises to erect, operate, maintain, replace and remove upon the Premises works (the "Works") which consist of:

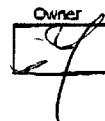
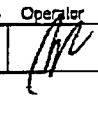
- (a) one antenna, antenna mounts and support structure as the Operator may require, subject to the Owner's approval as to location, such approval not to be unreasonably withheld or delayed;
- (b) leasehold improvements which may include security systems, communications, power and grounding cables, all as the Operator may require to transmit and receive signals and intelligence of any nature whatsoever and for any other uses incidental thereto.

7. LICENSE

For the duration of the Term the Owner grants the Operator an irrevocable licence to:

- (a) pass and repass over the Lands and the Building for the purpose of access and egress from the Premises, subject to such rules as the Owner may reasonably determine from time to time of which the Operator shall receive notice; and
- (b) operate, maintain and remove on the Lands or on the exterior of the Building such communications, power and grounding cables as the Operator may require.



Owner	Operator
	

D

8. **CONSTRUCTION**

The Operator shall erect, operate, maintain and remove the Works in compliance with all applicable laws, at the Operators' sole cost and expense and shall compensate the Owner for any resulting damage to the Lands and the Building except as caused by the Owner's negligence. The Works shall at all times remain the property of the Operator and shall not be considered a fixture notwithstanding any rule of law or equity to the contrary. Upon termination of this Agreement, the Operator shall at its own expense remove the Works and return all affected portions of the Lands and the Building to a condition of good and substantial repair save and except for reasonable wear and tear. It is agreed that construction activities that may affect the Owner's operations shall be performed in accordance with a mutually agreed schedule.

9. **NON-INTERFERENCE**

The Owner shall provide the Operator quiet enjoyment and shall not do or permit to be done any act or thing which may, as reasonably determined by the Operator, interfere with any rights granted to the Operator by this Agreement. The Operator shall construct, operate, maintain and remove the Works in a manner that eliminates interference with any radio, television or telephone equipment used for personal purposes by the Owner or other tenants in the Building.

10. **INDEMNITY AND INSURANCE**

The Operator shall indemnify and save harmless the Owner against all actions, damages and liabilities resulting from anything done or omitted to be done by the Operator in the exercise of its rights hereunder provided such actions, damages and liabilities are not due to the Owner's negligence or breach of this Agreement. For the duration of the Term, the Operator shall maintain comprehensive general liability insurance covering all of its undertaking in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and upon request shall provide the Owner with a certificate of insurance as proof of such insurance.

11. **TERMINATION BY OWNER**

Subject to Section 14, the Owner may terminate this Agreement if the Operator breaches any provision of this Agreement and the Operator fails to correct or act reasonably in seeking to correct such breach within thirty (30) days of receipt of written notice from the Owner specifying the nature of the breach.

12. **TERMINATION BY THE OPERATOR**

The Operator may terminate this Agreement upon thirty (30) days prior written notice to the Owner if:

- (a) the construction, operation, maintenance, replacement or removal of the Works is made difficult or impossible by reason of any cause arising during the Term which is not reasonably within the control of the Operator or is due to government decision, law, bylaw or regulation, or

D

- (b) the Operator fails to obtain all necessary permits and approvals from applicable authorities for the construction, operation, maintenance, replacement or removal of the Works.

13. ADJUSTMENTS

In the event of termination under Sections 12 or 13, any prepaid Rent and other amounts payable by this Agreement shall be adjusted to the date of termination.

14. UNFORESEEABLE CAUSES

Neither party shall be liable to the other for any default in compliance with any provisions of this Agreement, if such default arises from natural hazards, labour disputes or reasonably unforeseeable causes. This provision shall not excuse any default in the payment of the Rent.

15. DISPUTE RESOLUTION

If the parties do not within thirty (30) days resolve any disputes related to this Agreement, either party may, by notice to the other, refer the dispute to a committee comprised of two (2) representatives, one appointed by each party. If the two representatives can not determine the dispute within ten (10) days next after reference to them, either party may seek such further recourse as they deem fit.

16. ASSIGNMENT

Deleted.

17. NOTICE

Any notice required to be given hereunder shall be valid if in writing and delivered or telecopied at the address set out above or at such other address as may be designed in writing by either party and any such notice shall be deemed given when received.

18. WAIVER

No waiver or amendment of any provision of this Agreement shall be effective or deemed by a course of conduct, unless such waiver or amendment is in writing signed by both parties and stating specifically that it is intended to waive or amend this Agreement.

19. SEVERABILITY

If any provision of this Agreement is declared invalid or unenforceable by competent authority, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.

20. BINDING EFFECT

This Agreement shall be binding upon and enure to the benefit of the Owner and the Operator and their respective heirs, executors, administrators, successors and assigns.

D

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the corporate seal of the said company has been affixed in the presence of its duly authorized officers on the day and year first recited above.

THE CORPORATE SEAL OF the
Owner was hereunto affixed
in the presence of:

c/s

c/s

