

GT Group Telecom Services Corp.

a Subsidiary of GT Group Telecom Inc.
20 Bay Street
7th Floor
Toronto, Ont M5J 2N8

Telephone (416) 848-2000
Facsimile (416) 848-2830
Toll Free 1-877-943-9555
e-mail info@gt.ca
website www.gt.ca

group telecom

COMPLETELY CONNECTED™

August 10, 2000

412117 BC Ltd.
201-2067 Cadboro Bay Rd.
Victoria, BC V8R5Y4
Canada

Dear Sir or Madam;

**Re: Agreement dated November 8th, 1999 between Shaw FiberLink Ltd. and
412117 BC Ltd. (the "Agreement")**

Effective February 16, 2000 GT Group Telecom Services Corp. complete the purchase of the telecom business and assets of Shaw FiberLink Ltd.

Therefore pursuant to section 11 of the Agreement, the Agreement is hereby assigned effective February 16, 2000 to GT Group Telecom Services Corp.

Yours truly,

GROUP TELECOM

Senior Vice President & General Counsel

RMF/ds

group telecom

COMPLETELY CONNECTED

GT Group Telecom Inc.
20 Bay Street, Suite 1310
Toronto, ON M5J 2N8

Telephone (416) 848-2000
Facsimile (416) 848-2829
web site www.gt.ca

NOV 8, 1999

412117 Bc LTD

201-2067 CADBORO BAY RD.

Victoria, B.C. V8A 5G4

Dear Sir/Madam:

Re: 2067 CADBORO BAY Victoria, B.C.
(Municipal address) and legally described below (the Property)

This will confirm that, as owner/agent (the "Owner") of the Property, you have agreed, in consideration of the mutual covenants set out below, to give ~~Shaw~~ non-exclusive access to the Property to provide telecommunication services (the "Services") to the occupants of the Property on the following terms:

1. The Owner, by way of this Agreement, grants to ~~Shaw~~ ^{Group Telecom} the non-exclusive right to enter on or gain access over or under the Property for the purposes of: (a) providing the Services to the occupants of the Property; (b) carrying, laying, constructing, maintaining, operating, repairing or using ~~Shaw's~~ ^{Group Telecom's} Network (that is, its conduits, cables, wires, communication facilities and equipment on the Property, the "Network") and (c) to use the Network and the conduit system of the Property for the purpose of any transmission, emission or reception of signs, signals, writings, images, sounds or intelligence of any nature (collectively, the "Signals") by wire, radio, visual, fibre optic or other system ("Telecommunications").

2. ~~Shaw~~ ^{Group Telecom} shall have access to the Property during all reasonable business hours for the purpose of maintaining and repairing the Network.

3. This Agreement shall become effective and binding on the following date December 1st 1999 (the "Effective Date") and shall continue for a period of five (5) years from the Effective Date. This Agreement ~~shall automatically renew for a period of five (5) years unless Shaw or the Owner gives written notice of cancellation to the other not less than six (6) months prior to the expiration of this Agreement.~~ ^{can be renewed by mutual consent of both parties.}

4. The Owner shall neither use nor permit the use, by any other person, firm, association, or corporation, of ~~Shaw's~~ ^{Group Telecom's} Network and shall neither interfere nor permit the interference or tampering, directly or indirectly, with ~~Shaw's~~ ^{Group Telecom's} Network. The Owner, at no cost to the owner, shall exercise all lawful rights and remedies available to it by condominium, cooperative, residential tenancy or other legislation, agreements, by-laws or otherwise to prevent or stop such interference or tampering and hereby grants to ~~Shaw~~ ^{Group Telecom} the right but not the obligation to exercise all such rights and remedies on the Owner's behalf, at no cost to the owner.

5. The Owner agrees that this Agreement shall run with the Property and that it is not personal unto the Owner. In the event the Owner transfers, leases, licenses or otherwise disposes of its interest in the Property, the Owner shall require the transferee, lessee, or licensee as a condition of the transfer, lease, license or other disposition, to abide by this Agreement and shall notify ~~Shaw~~ ^{Group Telecom} thereof.

6. The Network installed by or on behalf of ~~Shaw~~ ^{Group Telecom} or by its predecessors on, in or to the Property shall remain the sole and exclusive personal property of ~~Shaw~~ ^{Group Telecom} notwithstanding that the Network may be in part or in whole attached to the Property. At the end of the Term, ~~Shaw~~ ^{Group Telecom} may, at its option, remove the Network or a portion thereof and shall be responsible for any damage to the Property arising as a result of such removal.

Handwritten initials and signature:
H
M
Group Telecom's
Group Telecom's

Handwritten signature:
H

Group Telecom
In the event ~~Shaw~~ fails to remove the Network or any portion thereof at the end of the term, such portion of the Network remaining shall become property of the Owner.

Group Telecom
7. ~~Shaw~~ will be responsible for all losses sustained by the Owner caused by any act or omission of ~~Shaw~~ under this Agreement. The Owner shall not interfere with the Network, ~~and will be responsible for all losses sustained by Shaw caused by any negligent act or omission of the Owner, its agents, employees or licensees.~~ Neither party to this Agreement shall be responsible for any indirect or consequential losses, including any economic loss or loss of profit suffered by the other as a result of this clause. *Group Telecom*

8. This Agreement shall be binding on and benefit the successors and assigns of ~~Shaw~~ and the Owner. If any provision of this Agreement is declared invalid such provision shall be deemed severed and shall not effect the remaining provisions. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all prior negotiations and agreements and may only be modified in writing signed by all the parties to this Agreement. This Agreement shall be subject to the laws of the Province in which the Property is located. *Group Telecom*

9. Any notice required to be delivered under this Agreement will be in writing and sent by registered mail, facsimile or delivered personally to the Owner and to ~~Shaw~~ at the addresses given above.

Group Telecom
10. The term "~~Shaw~~" as used in this Agreement includes ~~Shaw Fiberlink Ltd.~~, its affiliates and any partnership in which ~~Shaw Cable Systems G.P.~~ is a partner, and their respective agents and employees. *Group Telecom et Group Telecom Services Corp.*

11. ~~Shaw~~ may without consent, assign or sublicense this Agreement to a purchaser of substantially all of its Network.

Group Telecom
12. ~~No agreement including this one is to be registered in any way.~~ Please confirm your agreement to these terms by signing and returning the enclosed copies of this Agreement to ~~Shaw~~. *Group Telecom*

ET Group Telecom Services Corp
SHAW FIBERLINK LTD.

Agreed to this ___ day of _____, 1999

PROPERTY OWNER

412117 Ac LTD.

Per: _____
(Authorized Signatory)

(Name of Owner)

Per: _____

Per: _____

I/We have the authority to bind the registered Owner of the Property to the terms hereof.

Legal Description
LOT A SECTION 28
PLAN 28772, LAND DISTRICT 57