



GT Group Telecom Services Corp.

a Subsidiary of GT Group Telecom Inc.

20 Bay Street

7th Floor

Toronto, Ont M5J 2N8

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group telecom

COMPLETELY CONNECTED™

August 10, 2000

Sho Holdings Ltd. Ltd.
1410 Broad Street
Victoria, B.C. V8W 2B1
Canada

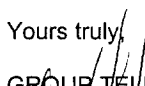
Dear Sir or Madam;

**Re: Agreement dated November 24, 1999 between Shaw FiberLink Ltd. and
Sho Holdings Ltd. 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

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

November 24, 1999

Sho Holdings Ltd. Ltd.
1410 Broad Street
Victoria, B.C. V8W 2B1
Canada

Dear Sir/Madam:

Re: 1410 Broad Street, 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~~ 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~~ 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. Subject to prior notice to the Owner or its agent, ~~Shaw~~ 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, except that notice from the Owner shall not interfere with any existing contract(s) to provide service in the building to the Owner or a tenant, and such notice shall be delayed accordingly.
4. The Owner shall neither use nor permit the use, by any other person, firm, association, or corporation, of ~~Shaw's~~ Network and shall neither interfere nor permit the interference or tampering, directly or indirectly, with ~~Shaw'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~~ 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~~ thereof.
6. The Network installed by or on behalf of ~~Shaw~~ or by its predecessors on, in or to the Property shall remain the sole and exclusive personal property of Shaw notwithstanding that the Network may be in part or

in whole attached to the Property. At the end of the Term, ~~Shaw~~ 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. 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.

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.

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.

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.

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.

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

Please confirm your agreement to these terms by signing and returning the enclosed copies of this Agreement to ~~Shaw~~.

ETT Group Telecom Services Corp.
~~SHAW FIBERLINK LTD.~~

Agreed to this 13 day of Dec., 1999

PROPERTY OWNER

Per: _

Sho Holdings Ltd.
(Name of Owner)

Per: (

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

Legal Description
Lot 1 Plan 32505
Land District 57