

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™

NOTICE

**Assignment of Shaw FiberLink Ltd. agreements
To GT Group Telecom Services Corp.**

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

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

Senior Vice President & General Counsel



Suite 900, 630 – 3rd Avenue SW
Calgary, Alberta T2P 4L4

October 4 ,1999

W & C Developments Ltd.
C/o Glen Eden Group
550-2950 Douglas Street
Victoria, B.C. V8W 1M2
Canada

Gentlemen:

Re: 239 Menzies Street, Victoria, B.C.
(municipal address) and as 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. Shaw shall, subject to prior notice to the Owner or its agent, 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: October 5th, 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 gives written notice of cancellation to the Owner not less than six (6) months prior to the expiration of this Agreement.
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

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, but not its tenants or lessees. 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 Cablesystems 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.

SHAW FIBERLINK LTD.

Per: _____

Per: _____
(Authorized Signatory)

Agreed to this 16 day of October, 1999

PROPERTY OWNER

W & C Developments Ltd.

(Name of Owner)

Per: _____

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

Legal Description of the Property

Lot A Plan 31901
LD 57