

GT Group Telecom Services Corp.

a Subsidiary of GT Group Telecom Inc.

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group telecom

COMPLETELY CONNECTED™

August 10, 2000

Pacific Coast Savings Credit Union
722 Cormorant Street
Victoria, BC V8W1P8
Canada

Dear Sir or Madam;

**Re: Agreement dated November 24th, 1999 between Shaw FiberLink Ltd.
and Pacific Coast Savings Credit Union (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

November 24th, 1999

Pacific Coast Savings Credit Union
722 Cormorant Street
Victoria, B.C. V8W 1P8
Canada

Gentlemen:

Re: 3750 Shellbourne 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: December 1st, 1999, (the "Effective Date") and shall continue for a period of five (5) years from the Effective Date.

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. Deleted

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, 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~~ ^{Group Telecom} 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~~ ^{Group Telecom} at the addresses given above.

10. The term "~~Shaw~~" as used in this Agreement includes ~~Shaw Fibernik Ltd.~~ ^{Group Telecom Services Corp.}, its affiliates and any partnership in which ~~Shaw Cable Systems C.P.~~ ^{Group Telecom Inc.} is a partner, and their respective agents and employees.

11. ~~Shaw~~ ^{Group Telecom} 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~~ ^{Group Telecom}.

~~SHAW FIBERLINK LTD.~~ ^{Group Telecom Services Corp.}

Agreed to this ___ day of ___, 1999

PROPERTY OWNER

Per: _____
(Authorized Signatory)

Pacific Coast Savings Credit Union

(Name of Owner)

Per: _____

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

Legal Description of the Property
Lot 1 Plan 33745 Section 39&40

Land District 57