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THIS AGREEMENT made effective the 1st day of December, 2003.

BETWEEN:

VIDEON CABLESYSTEMS INC.

(the "Assignor")

- and -

GT GROUP TELECOM INC. SERVICES CORP.

(the "Assignee")

- and -

PHOENIX ENTERPRISES LTD. T/A GLOBE GENERAL AGENCIES

(the "Landlord")

ASSIGNMENT OF TENANT'S INTEREST IN LEASE AND CONSENT OF LANDLORD

RECITALS:

1. Pursuant to a certain lease made the 19th day of August, 1997 between the Landlord and the Assignor as tenant (the "Lease"), a copy of which is attached hereto as Schedule "B", the Landlord leased certain premises, municipally known as Unit 6A, 2727 Portage Avenue, Winnipeg, Manitoba, as more particularly described in the Lease for a term of Ten (10) years commencing October 1, 1997, which Lease was amended by letter agreement dated July 24, 2003 amending the terms of the Lease as set out therein, a copy of which letter agreement is also attached hereto as Schedule "C".
2. The Assignor has agreed that its rights, title and interest in and to the Lease would be granted, transferred and assigned to the assignee subject to the terms and conditions set out in this agreement.

THIS ASSIGNMENT WITNESSES:

1. The Assignor hereby grants, assigns and transfers to the Assignee, absolutely, the Lease and all amendments and renewals thereof and all right, title and interest of the Assignor therein and all other benefits and advantages whatsoever to be derived therefrom as of the Effective Date, as hereinafter defined.
2. The Assignor covenants and warrants to the Assignee that the Assignor has good right, title and authority to assign the Lease subject to obtaining the written consent of the Landlord, as provided herein.

(d) The Lease represents the entire agreement between the Assignor and the Landlord and the Lease has not been further altered or amended; and

tenant under the Lease in the event the Assignee defaults under the terms and conditions of the Lease PROVIDED HOWEVER that the Landlord shall notify the Assignor immediately upon any such default by the Assignee.

9. The Assignor will, on the request of the Assignee, do all such further acts and provide all such assurances as shall be reasonably necessary to give effect to this assignment.

10. The parties hereto acknowledge and agree that this consent to assignment shall in no way whatsoever constitute a consent to any subsequent Transfer, as defined in the Lease, which shall be subject to the terms and conditions as set out in the Lease.

11. The assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successor and assigns.

12. All items set out in Schedule "A" shall remain in the premises for use by the Assignee.

IN WITNESS WHEREOF the Assignor, the Assignee and the Landlord have caused their corporate seals to be affixed attested by the hands of their officers duly authorized in that behalf, all as of the date and year first written above.

VIDEON CABLESYSTEMS INC.

10 29 03

Per:

HGL

Per:

GT GROUP TELECOM ~~INC.~~ SERVICES CORP.

Per: _

Per: _____

PHOENIX ENTERPRISES LTD.

Per: _____

Per: _____

Schedule "A"

Items to remain in the premises located at 6A 2727 Portage Avenue

Racks 1 to 5 (racks only – no equipment) currently located in the premises

Racks 6 and 7, and all equipment being housed on those racks, currently located in the premises

Fiber entrance panel located at the premises.

One Powerware UPS Model #208-120-208 Hardwire, SN, BR381W0468

One HVAC System – water-cooled Thermo-Plus 208-230 VAC Model #KAC-0240V, serial number 99020040

Leasehold improvements, including but not limited to electrical panels, wiring and fixtures

Together with all equipment, components and accessories appurtenant thereto and used in connection therewith (all of which are hereinafter collectively referred to as the "Equipment") and EXCLUDING the following:

One (1) FEP – FONS, Fibre Entrance Panel

SCHEDULE "R"

THIS LEASE made this 19th day of August 1997

BETWEEN:

Phoenix Enterprises Ltd. T/A Globe General Agencies

31 B - 2727 Portage Avenue
Winnipeg, Manitoba
R3J 0R2
(hereinafter called the "Landlord")

CONTRACT ID
SHAW
REG #: 3824
BARCODE: 77469

OF THE FIRST PART

AND:

VIDEON CABLESYSTEMS INC.

22 Scurfield Boulevard
P.O. Box 806
Winnipeg, Manitoba R3C 2N9

(hereinafter called the "Tenant")

OF THE SECOND PART

Demise

In consideration of the rents, covenants, agreements and conditions hereinafter respectively reserved and contained, the Landlord HEREBY DEMISED AND LEASES to the Tenant the "Leased Premises".

Leased Premises refers to Unit number 6A, 2727 Portage Avenue Winnipeg, Manitoba, as outlined in red on Schedule A, consisting of approximately 275 square feet.

1. Term

Subject to this Lease the Tenant shall have and hold the Leased Premises for a term of ten (10) years, commencing October 1, 1997 (commencement date) and ending on September 30, 2007

2. Rent

Payable in advance on the first day of each month for the period of October 1, 1997 through to September 30, 2007, an annual rent of \$6,875.00 per annum being a monthly rate of \$572.92.00 plus Goods and Services Tax. The Tenant shall pay to the Landlord on August 15, 1997, the sum of \$572.92 as deposit to the Landlord to stand as security for future debts and liabilities. The deposit will be applied to the last one (1) month rent of the Term and no Interest will be accrued to the benefit of the Tenant.

3. Utilities

The Tenant shall pay through the term all costs for utilities to the Leased Premises.

4 Repair & Maintenance

The Tenant will, throughout this term, at its own expense, repair and maintain the Leased Premises in good order including ventilating and electrical, except for:

- a) repairs required to be made by the Landlord pursuant to Section 24; and
- b) reasonable wear and tear.

The Landlord may enter at reasonable time during business hours to view the state of repair.

5. Tenant's Taxes and Other Charges

The Tenant will pay, as and when due, to the authority to which same are owing:

- a) all taxes, licenses, rates, duties and assessments imposed, assessed or levied by any lawful authority during the Term and relating to the business, use and occupancy of the Leased Premises by the Tenant, whether any such taxes, licenses, rates, duties and assessments are payable by law by the Tenant or by the Landlord and whether or not same are allocated separately in respect of the Leased Premises except for:
 - i) the amount of any corporate capital tax assessed upon the Landlord; and
 - ii) income taxes upon the income of the Landlord.
- b) all charges, rates and assessments in respect of telephones in the Leased Premises.

6. Interest on Arrears

The Tenant will pay to the Landlord interest on arrears from the due date at a rate of 10% per annum calculated monthly and payable monthly.

7. Use

The Tenant will not use or permit the use of this Leased Premises or any part thereof for any purpose other than a cable and telecommunications service distribution vault.

8. No Nuisance, Overloading or Waste

The Tenant will not, at any time during the Term, carry on or permit to be carried on, on the Leased Premises anything which is noxious or offensive and, will not do or permit to be done anything whatsoever at any time during the Term upon the Leased Premises which would annoy or disturb or cause nuisance or damage to the occupiers or Landlord of the Leased Premises adjoining or in the vicinity of the Leased Premises. The Tenant will not permit any overloading of the floor of the Leased Premises and will not place thereon any heavy object without the prior written consent of the Landlord. The Landlord will not cause any waste or damage to the Leased Premises.

9. Signage

The Tenant will not erect, paint, display, place, affix or maintain, or permit to be erected, painted, displayed, placed, affixed or maintained, any signage, decorations, pictures, lettering or advertising of any nature on the exterior walls of the Leased Premises or the building without first obtaining written consent from the Landlord.

10. Alteration and Installations

The Tenant shall not without prior written consent, not to be unreasonably withheld, make any alterations or improvements to the Leased Premises. The provisions of this clause shall not restrict the Tenant's right to install such equipment and trade fixtures from time to time as may be required for the carrying on of the Tenant's business, and to remove and replace any such equipment or trade fixtures, without the prior approval of the Landlord, but subject to clauses 8 and 11 hereof.

11. Removal of Fixtures

At the expiration of the term and full payment of any arrears in rent, the Tenant may remove from the Leased Premises all trade or Tenant's fixtures. If required, the Tenant will make good all damages to the Leased Premises caused by removal of these fixtures.

12. Assignment and Subletting

The Tenant will not assign or sublet the Leased Premises without the written consent of the Landlord provided that such consent shall not be unreasonably withheld by the Landlord (but the refusal to consent to any assignment or subletting to any person, firm or corporation intending to use the Leased Premises or any part thereof for a purpose other than set out in Clause 7 shall not be unreasonable). As a condition of its consent to any assignment, the Landlord shall have the right to require the assignee to enter into a covenant with it to perform all the terms, covenants and conditions of this Lease, and upon receipt by the Landlord of such covenant, the liability of the Tenant hereunder shall

cease, save with respect to any unfulfilled obligations of the Tenant which arose prior to the effective date of the assignment.

13. Insurance

The Tenant will purchase and keep in force through the Term:

- a) All Risk Direct Damage Insurance with extended coverage endorsement covering all lease hold improvements, including plate glass, made to or installed in the Leased Premises by or on behalf of the Tenant in an amount equal to the full replacement value;
- b) All Risk Direct Damage Insurance with extended coverage endorsement covering all the contents of the Leased Premises whether owned by the Tenant or for which the Tenant is responsible in an amount at least equal to the actual cash value;
- c) comprehensive general liability insurance (including without limitation, Tenant's fire, legal liability and constructural liability to cover the responsibilities) with a cross liability clause and otherwise in the amount of, but not less than, 1 million (\$1,000,000) and in terms acceptable to the Landlord, acting reasonably;
- d) any other insurance the Landlord may reasonably require from time to time.

13.1 Policies

The Tenant will effect all policies with insurers, and upon terms and in amounts, satisfactory to the Landlord. The Tenant will furnish to the Landlord copies of all policies, or insurance certificates in lieu thereof, and will provide written notice of the continuation of such policies not less than 10 days prior to their respective expiry dates. The Tenant will pay the premium for each policy.

13.2 Landlord as Insured

The Tenant will cause each of its policies to contain an undertaking by the insurer(s) to notify the landlord at least thirty (30) days prior to cancellation or any other change material to the Landlord's interests. The liability policy will include the Landlord as an additional insured.

13.3 Landlord to Insure

The Landlord throughout the Term will carry insurance against fire and other perils.

14. Indemnity of Landlord

- a) The Tenant will indemnify the Landlord and save them harmless from and against all loss, claims, actions, damages, costs, liability and expense in connection with loss of life, personal injury, damages to property (including any portion of the Building and its equipment, machinery, services and Leasehold improvements) or any other loss or injury arising from or out of this Lease, or any occurrence on the Leased Premises of any part thereof, or the Tenant's occupancy of the Leased Premises, or occasioned wholly or in part by an act or omission of the Tenant. If the Landlord is, without fault on their part, made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Landlord harmless and pay all expenses and reasonable legal fees incurred or paid by the Landlord in connection with the litigation. The Tenant will also pay all reasonable costs and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Landlord in enforcing a breach by the Tenant of any of the terms, covenants and conditions in this Lease provided that the Landlord has first given to the Tenant not less than 10 business days written notice of the breach specifying with reasonable particularity, the details of the breach complained of, and the Tenant has failed within a further period of 10 business days from its receipt of notice of the breach, to remedy or take reasonable steps to remedy, the breach complained of.
- b) Notwithstanding the above, the Tenant shall not be required to indemnify and save harmless the Landlord for any liabilities, damages, costs, claims suits or actions growing out of:
 - i) any negligence of the Landlord, its servants, agents, employees, licensees, customers or other Tenants of the building, or others for whose acts and omissions the Landlord is in law responsible,
 - ii) any breach by the Landlord of its' obligations pursuant to this Lease, or
 - iii) any damage caused by structural defects.

15. Damage or Destruction

- a) In the event of damage or destruction by fire, lightning, tempest, structural defect or any other casualty against which the Landlord is insured, so that the Leased Premises are rendered wholly or partially unfit for the business of the Tenant, rental shall abate while the Leased Premises are being rebuilt, and the Landlord agrees that it will with reasonable diligence repair the Leased Premises unless the Tenant is obliged to repair same under the terms hereof, or unless this Lease is terminated as hereinafter provided.
- b) If the Leased Premises are damaged or destroyed by any cause whatsoever, and if, in the opinion of the Landlord reasonably arrived at, the Leased Premises cannot

be rebuilt or made fit for the purposes of the Tenant within One Hundred and Eighty (180) days of the damage or destruction, the Landlord instead of rebuilding or making the Leased Premises fit for the Tenant may, at its option, terminate this Lease by giving to the Tenant within thirty (30) days of after such damage or destruction, notice of termination.

16. Right of Re-entry

The Landlord may terminate this Lease and re-enter the Leased Premises without formal notice if:

- a) the Tenant fails to pay rent
- b) if the Tenant breaches or fails to observe and perform any of the covenants, agreements and rules and regulations and has failed to cure or take reasonable steps to cure any such breach or failure to observe covenants, agreements and rules and regulations within 10 business days of receipt of notice of the breach, specifying with reasonable particularity, details of the breach complained of.

17. Distress

The Landlord may levy a distress against the Tenants goods and chattels for arrears of rent in accordance with the Statutes of Manitoba.

18. Overholding

If the Tenant occupies the Leased Premises after the expiration of the term with or without consent of the Landlord, the Tenant will be a monthly Tenant at double the rent herein.

19. Representations and Entire Agreement

The Tenant acknowledges and agrees that the Landlord has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Tenant other than those contained in this Lease; that no agreement collateral hereto will be binding upon the Landlord unless made in writing and signed by the Landlord and, that this Lease constitutes the entire agreement between the Landlord and Tenant.

20. Notices

Any notice, request or demand herein provided for or to be given hereunder, shall be sufficiently given if mailed as follows:

a) to the Landlord:

Phoenix Enterprises Ltd. T/A
Globe General Agencies
31b, 2727 Portage Avenue
Winnipeg, MB
R3J 0R2

b) to the Tenant:

Videon CableSystems Inc.
22 Scurfield Boulevard
PO Box 806
Winnipeg, MB R3C 2N9
Attention: General Manager

Any notice mailed as aforesaid will be conclusively deemed to have been given three business days following the day on which such notice is mailed as aforesaid. Any party may, at any time, give notice in writing to the other of any change of address, and after the giving of such notice, the address therein specified will be deemed to be the address of such party for the purpose of giving notice.

21. Relationship

Nothing herein contained will at any time create or be construed as creating a joint venture, partnership or relationship between the parties other than that of Landlord and Tenant.

22. Governing Law

This Lease will be constructed and governed by the laws of the Province of Manitoba.

23. Building Access

The Landlord will provide keys or passcards to the Tenant for access to the Main entrance doors of the Building and the Leased Premises. Should the Landlord change locks, they will provide to the Tenant new keys or passcards. Any requests by the Tenant to replace lost keys, passcards, or lock-sets to be changed, will be at the Tenant's cost.

24. Landlord's Covenants

The Landlord covenants that:

- a) upon paying the rent and performing all of the other provisions on the Tenant's part contained in this Lease, the Tenant shall and may peaceably and quietly possess and enjoy the Leased Premises during the Term without any interruption from or by the Landlord or any person, firm or corporation claiming or to claim by or through or under it;
- b) subject to section 4, the Landlord covenants with the Tenant to maintain in good order and repair:
 - i) the common areas and facilities of the Building of which the Leased Premises form a part; and
 - ii) the portions of the building containing leasable premises including the Leased Premises, which portions consist of foundations, structural sub-floors, the structural portions of bearing walls and structural columns and beams.

25. Option to Renew

The Tenant shall have the right, when not in default of the performance of any of the terms of this Lease, to be exercised by notifying the Landlord in writing at least ninety (90) days prior to the expiration of this Lease or the first renewal term as the case may be, to extend the Term of this Lease for two additional periods of three (3) years each, upon the following terms and conditions:

- a) the renewal terms shall be on the same terms as in this Lease except as to any further rights of renewal after the expiry of the second term of three (3) years and except as to the rental reserved for the renewal terms;
- b) the rental for the renewal terms shall be the then "current rental value" as herein defined, of the Leased Premises, at the time of such renewal, payable in equal monthly installments, in advance, in the same fashion as the present rental reserved under this Lease;
- c) the "current rental value" of the Leased Premises shall be the highest rental in terms of lawful money of Canada which the Landlord, as owner thereof, being willing but not forced or eager to lease, could reasonably obtain for the Leased Premises at the time in question, on a lease upon reasonable terms, from a Tenant willing but not forced or eager to lease same, both having full knowledge of all the uses and purposes to which the Leased Premises are adapted and for which they are capable of being used, and both exercising intelligent judgment;

- d) should the Landlord and the Tenant agree on the amount of the current rental value as above defined, they shall execute a lease setting forth the amounts agreed upon and containing the same terms and conditions as the present Lease. Should the Landlord and Tenant be unable to so agree, the "current rental value" as hereinbefore defined shall be determined by the Winnipeg managing partner of an independent national firm of chartered accountants agreed upon by the Landlord and the Tenant, provided however, that under no circumstances shall the annual rental reserved for any renewal term be less than the amount of the rental provided for for the period of this Lease immediately preceding the renewal term.

26. Tenant's Right to Terminate

The Tenant shall have the right to terminate this lease upon not less than sixty (60) days prior written notice to the Landlord in the event that;

- a) the Tenant's licence to operate a distribution undertaking within the City of Winnipeg issued pursuant to the Broadcasting Act (Canada) is canceled or surrendered; or
- b) any law or regulation of any government affecting the Tenant's business or any policy, decision or order of the Canadian Radio-television and Telecommunications Commission or any other administrative tribunal having jurisdiction over the Tenant or its business hereafter coming into force or effect prevents the Tenant's continued performance hereunder or renders the continuance of this Lease impossible or in the opinion of the Tenant acting reasonably, impractical.

IN THE WITNESS WHEREOF the parties hereto have executed this Lease on the 19th day of August, 1997, in Winnipeg, Manitoba.

LANDLORD:

PHOENIX ENTERPRISES LTD. T/A GLOBE GENERAL AGENCIES
318-2727 PORTAGE AVENUE
Winnipeg, Manitoba
R3J 0R2



Per: _____

Per: _____

TENANT:

VIDEON CABLESYSTEMS INC.
22 Scurfield Boulevard
PO Box 806
Winnipeg, Manitoba
R3C 2N9

Per: AK Sadal

Per: Jarty



SCHEDULE "C"

Direct: (403) 750-4523
Fax: (403) 716-6544
email: loralee.smith@sjrb.ca

July 24, 2003

Phoenix Enterprises Ltd.
t/a Globe General Agencies
31B – 2727 Portage Avenue
Winnipeg, Manitoba T3J 0R2

Dear Sirs/Mesdames:

Re: Lease between Phoenix Enterprises Ltd. t/a Globe General Agencies as landlord ("Landlord") and Videon Cablesystems Inc. ("Tenant") (the "Lease")

This letter, upon the parties' acceptance, shall constitute an amendment to the Lease as follows:

1. Paragraph 12 of the Lease is deleted in its entirety and is hereby replaced with the following:

"12. Assignment and Subletting

Tenant may not sublease or sublicense any of its rights in or to the Leased Premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld. Tenant may assign, sublease or sublicense any of its rights hereunder to an affiliate, associate, purchaser or senior lender of Tenant without consent (for the purpose of this Agreement, the definition of "affiliate" and "associate" shall have the same meaning set forth in the Canada Business Corporations Act)."

2. All defined terms used in this Letter of Amendment shall, unless otherwise defined herein have the same meaning as ascribed to them in the Lease.
3. Except as amended by this Letter of Amendment, all remaining terms and conditions of the Lease shall remain in full force and effect as if set forth herein.

... 2/

Suite 900, 630 – 3 Avenue SW, Calgary, Alberta T2P 4L4
Phone: (403) 750-4500 Fax: (403) 750-4501

Kindly acknowledge your (the Landlord's) agreement to the foregoing by signing where indicated below and returning one fully executed copy to the attention of Ms. Lorelee Smith, Contracts Manager.

Yours truly,

VIDEON CABLESYSTEMS INC.

Contracts Manager

ACKNOWLEDGED AND AGREED to by
PHOENIX ENTERPRISES LTD. t/a Globe
General Agencies this *10th* day of ~~July~~ 2003.

/hgl

Suite 900, 630 – 3 Avenue SW, Calgary, Alberta T2P 4L4
Phone: (403) 750-4500 Fax: (403) 750-4501



November 18, 2003

GT Group Telecom Services Corp.
Suite 700, 20 Bay Street
Toronto, Ontario M5J 2N8

Attention: Jim Tsaknis, Director National Facilities
Tel.: (416) 848-2000
Fax: (416) 848-5325

Dear Mr. Tsaknis:

Re: The premises located at 6A 2727 Portage Avenue, Winnipeg, Manitoba (the "Premises")

This letter, upon the parties acceptance hereto, shall constitute the agreement between GT Group Telecom Services Corp. ("GT") and Shaw Cablesystems Limited ("Shaw") whereby GT grants Shaw certain rights to access and use the Premises, subject to the following terms and conditions:

In consideration of the amount of \$10.00 and the mutual covenants and promises set forth below the receipt and sufficiency is acknowledged herein, the parties agree as follows:

1. GT hereby grants Shaw permission to access and use the Premises 24 hours per day 7 days per week for the purpose of installing, removing, replacing, relocating, maintaining, supplementing, upgrading, repairing and operating, at its sole expense, telecommunications facilities consisting its fibre entrance panel, wires, cables, and such other equipment generally used for the provisioning of telecommunication services (collectively, the "Equipment").
2. The term of this Agreement shall commence November 1, 2003 and shall continue for an initial term expiring on October 31, 2004 and thereafter continue on a month to month basis as mutually agreed to by both parties. During this period either party may terminate this Agreement upon providing 90 days advance written notice thereof.
3. Shaw shall not do or permit to be done any thing that would breach the terms of the lease agreement between GT and the landlord of the Premises.
4. GT and Shaw agree that the Equipment shall at all times be and remain the sole property of Shaw and GT shall have no property or other right or interest in the Equipment. GT shall not register, permit or cause to be registered any lien, interest, encumbrance or other charge under any law, or otherwise encumber any title to the Equipment. Any such registration shall be immediately removed by GT at its sole cost and expense. If GT fails to remove any such

registration within 15 calendar days of Shaw's written request to do so, Shaw may do so at the expense of GT together with an administrative charge of 15% of the costs thereof.

5. GT agrees that it will not cause or permit to be caused any interference with the Equipment installed, placed and/or located in the Premises and in the event there is any interference to the Equipment confirmed by a separate third party to be caused by GT, GT agrees, at its cost, to immediately remedy or take necessary reasonable steps and associated time to remedy the situation so that the interference of the Equipment is removed.

6. Shaw will be responsible for all losses sustained by GT caused by any act or omission of Shaw arising under this Agreement. GT shall not interfere with Shaw's equipment and will be responsible for all losses sustained by Shaw caused by any actor or omission of GT, its agents, employees, contractor and/or licensees arising under this Agreement. Neither party to this Agreement shall be responsible for any economic loss or loss of profit suffered by the other as a result of this Agreement.

7 This Agreement shall be governed by the laws of the province in which the Premises is located and all federal regulations and requirements including those of the CRTC and Industry Canada. Invalid provisions are severable and do not impair the validity of the balance of this Agreement.

8. Wherever a party to this Agreement shall be unable to fulfil, or is delayed in fulfilling any of their obligations by reason of strike, lockout, war, material or labour shortage, national emergency, flood, fire or other casualty or matter not within its control, then they shall be relieved from the fulfillment of such obligation for the period such condition exists.

9. GT shall use reasonable efforts to obtain non-disturbance agreements at Shaw's expense.

10. The parties mutually represents and warrants to the other that it has the full right and authority to enter into this Agreement, to carry out the terms hereof and to grant to the other the rights and privileges herein granted.

11. Nothing herein expressed or implied is intended nor shall be construed to confer on or to give any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

12. This Agreement shall enure to the benefit of and be binding upon each of the parties and their respective successors and assigns.

13. This Agreement constitutes the entire agreement between the parties, superseding all prior agreements, and contain all of the representations and warranties, of the respective parties. There are no verbal statements, representations, warranties, undertaking or agreements between the parties other than as contained specifically in this Agreement.

14. Any and all notices required or permitted pursuant to this Agreement shall be in writing and shall be addressed, in the case of GT to the addressed noted above or by fax at (416) 848-5325 and if to Shaw at: Suite 900, 630 – 3rd Avenue SW, Calgary, Alberta, T2P 4L4, Attention: Senior Counsel, fax 403-716-6544. All notices may be delivered by fax, personal deliver or Canada Post. Notices shall be deemed received on the date confirmation of transmission if sent by fax, or if hand delivered on the date so delivered, or if sent by Canada Post the 5th calendar day from the date of posting.

15. This Agreement may be executed in one or more counterparts and sent per facsimile, each of which will be deemed an original, but all of which shall constitute one and the same instrument. Notwithstanding the above and as soon as reasonably possible, the parties shall ensure that originally signed Agreements reflecting the signatures of all the parties on the same document, shall be delivered to each by courier.

Kindly acknowledge GT's agreement with the forgoing by signing where indicated below and return one (1) fully signed copy to the attention of Ms. Lorelee Smith, Contracts Manager.

Yours truly,

Shaw Cablesystems Limited

Per: _

Per: ⁶
_

Acknowledged and agreed to effective as of November 1, 2003

GT Group Telecom Services Corp.

Per: _____

Per: _____

BILL OF SALE AND RELEASE

KNOWN ALL MEN BY THESE PRESENTS THAT:

VIDEON CABLESYSTEMS INC., of 22 Scurfield Boulevard, P.O. Box 806, Winnipeg, Manitoba, R3C 2N9 ("Vendor"), in consideration of the sum of \$5000.00, in Canadian funds, receipt of which is hereby acknowledged, does hereby grant, convey, sell and assign to ~~GT GROUP TELECOM INC.~~ ("Purchaser"), all of Vendor's right, title, interest and equities in and to the following: *SERVICES CORP.*

- Four (4) 19" Racks – Lucent (blue)
- One (1) 19" Rack – LX, Fibre Distribution Frame
- One (1) 19" Rack – Existing, Lucent Equipment Rack
- One UPS Powerware Prestige, 6KVA, serial #BR38/W0648 208/120, hard wired
- One (1) HVAC System – water-cooled Thermo Plus 208-230 VAC Model #KAC-024-V-4 serial #99020040
- Leasehold improvements, including but not limited to electrical panels, wiring and fixtures

together with all equipment, components and accessories appurtenant thereto and used in connection therewith (all of which are hereinafter collectively referred to as the "Equipment) and EXCLUDING the following:

- One (1) FEP – FONS, Fibre Entrance Panel.

TO HAVE AND TO HOLD the Equipment and every part thereof, to Purchaser for its own use forever.

Vendor hereby warrants to Purchaser that Vendor is the owner of the legal and beneficial title to said Equipment, and every part thereof, that there is hereby conveyed to Purchaser good and marketable title thereto, free and clear of all liens, claims, charges and encumbrances save and except those created or arising by or through Purchaser.

The Equipment sold herein is sold in an "as is, where is" condition.

Purchaser further agrees to release and forever discharge Videon Cablesystems Inc., its parent, affiliates and subsidiary corporations and either of their directors, officers, employees, servants and agents, from any and all actions, causes of actions, contracts, covenants, whether express or implied, claims, whether statutory or otherwise, and demands for damages, indemnity, costs, interest, loss or injury of every nature and kind whatsoever and howsoever arising which the Purchase may heretofore have had, may now have, or may hereinafter have, in any way relating to the its purchase and use of the Equipment.

IN WITNESS WHEREOF, Purchaser and Vendor have read and each understand this Bill of Sale and Release and have agreed to and accepted such terms as of the first day of December, 2003.

VIDEON CABLESYSTEMS INC.

10 29 03
Per: _____

HGL
Per: _____

GT (_____

Per: _____

Per: _____