

LICENCE EXTENSION AND AMENDING AGREEMENT

This Agreement is dated October 30, 2006,

B E T W E E N:

2748355 CANADA INC.
("Licensor")

OF THE FIRST PART

- and -

TORONTO HYDRO TELECOM INC.
("Licensee")

OF THE SECOND PART

WHEREAS by a licence dated January 1, 2004 ("Licence"), Licensor granted Licensee a non-exclusive licence to, amongst other things, install, operate, maintain, improve, replace and remove certain Communications Equipment and Connecting Equipment located in the building municipally known as 145 King Street West, Toronto, Ontario ("Building") for a term of three (3) years from January 1, 2004 to December 31, 2006, as more particularly set forth therein;

AND WHEREAS Licensor and Licensee have agreed to amend the Licence to, amongst other things, extend the term of the Licence as more particularly set forth herein.

W I T N E S S that in consideration of the sum of one dollar (\$1.00) now paid by each party to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto do hereby agree as follows:

1. The above recitals are true both in substance and in fact.
2. **Extension of Term**

Licensor and Licensee hereby acknowledge and confirm that they have agreed to extend the initial term of the Licence for a further period of three (3) years commencing January 1, 2007 and expiring December 31, 2009 ("Extension Term") on the same terms and conditions as contained in the Licence during the initial term, save and except as hereinafter set forth.

3. **Licence Amendments**

In order to give effect to the Extension Term within the Licence, from and after the date hereof, the Licence is hereby amended as follows:

- (a) The provisions of the section of the Data Page entitled "Term" are hereby deleted and replaced with "six (6) years, starting on the Commencement Date, and expiring on the 31st day of December, 2009."
- (b) The provisions of the section of the Data Page entitled "Renewal Periods" are hereby deleted and replaced with: "two (2) periods of three (3) years each."
- (c) Schedule "C" is hereby deleted and replaced with Schedule "C" attached hereto as Exhibit 1.
4. Except as specifically stated in this Agreement, any expression used in this Agreement has the same meaning as the corresponding expression in the Licence.
5. The Licensor and the Licensee shall, at all times hereafter, upon the reasonable request of the other make or procure to be made, done or executed, all such further assurances and to do all such things as may be necessary to give full force and effect to the full intent of this Agreement.
6. The Licensor and the Licensee hereby acknowledge, confirm and agree that in all other respects the terms

8. Licensee hereby consents to the collection, use and disclosure of personal information collected by or on behalf of Licensor by Bentall Real Estate Services Limited Partnership ("Bentall") or any of Licensor's or Bentall's agents, affiliates, or service providers for the purposes of: (i) considering this Agreement and determining the suitability of Licensee both for the initial Term and any renewals or extensions thereafter, if applicable; (ii) taking action for collection of Rents in the event of default by Licensee; (iii) facilitating the pre-authorization payment plan, if applicable; and (iv) otherwise complying with Bentall's Privacy Policy, a copy of which is available at www.Bentall.com. Consent under this Agreement includes the disclosure of such information to credit agencies, collection agencies and existing or potential lenders, investors and purchasers. Licensee also consents to, and confirms its authority to consent to Bentall's collection, use and disclosure, for such purposes, of personal information about employees of Licensee and other individuals whose personal information is provided to or collected by Bentall in connection with this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

2748355 CANADA INC.

(Licensor)

Per: 
CHRISTINE LUNDVALL
AUTHORIZED SIGNING OFFICER c/s

Per: 
We have the authority to bind the corporation
MICHAEL REEL
AUTHORIZED SIGNING OFFICER

TORONTO HYDRO TELECOM INC.

(Licensee)

Per: 
c/s

Per: _____
I/We have the authority to bind the corporation

EXHIBIT 1

Schedule "C"

COSTS and OCCUPANCY CHARGES

Preface

Telecom Decision CRTC 2003-45 and Telecom Decision CRTC 2005-33 established certain guidelines in respect of Occupancy Charges chargeable and costs recoverable from telecommunications service providers in accessing multi-tenant buildings. The following schedule of Costs and Occupancy Charges shall apply in respect of this Telecommunications License Agreement:

LICENCE PERIOD COMMENCING JANUARY 1, 2004 AND ENDING DECEMBER 31, 2006:

1. Occupancy Charges	<p>a) \$400.00 per annum based on a rate of \$20.00 per square foot per annum of the Equipment Area(s) and/or Exclusive Use Area for Demarcation Panel based on twenty (20) square feet; and</p> <p>b) \$1200.00 per annum based on a rate of \$20.00 per square foot per annum of the Equipment Area(s) and/or Exclusive Use Area used for Communications Equipment based on sixty (60) square feet (once Licensor approves drawings for Communications Equipment installation).</p> <p>Occupancy charges for the period from the Commencement Date to December 31, 2006 shall be paid in full prior to the Commencement Date, and thereafter payable annually in advance on the first day of each calendar year. Occupancy Charges will be pro-rated for any partial calendar year.</p>
2. Initial Costs	Reasonable Initial Costs shall be approved by both Parties prior to occupancy.
3. Ongoing Costs	<p>a) \$2000.00 per annum for the period from the Commencement Date to December 31, 2006, payable in full prior to the Commencement Date. Thereafter Ongoing Costs shall be paid to the Licensor prior to each calendar year and shall be payable annually in advance on the first day of each calendar year. Ongoing Costs will be pro-rated for any partial calendar year;</p> <p>b) \$500.00 per new customer installation (for further clarity, one-time cost) for Licensor's costs associated to drawing approval including after hours security costs;</p> <p>c) \$150.00 for the electrical costs attributed to the Licensee's use and operation of the Licensee's Equipment in the Communications Spaces and the Equipment Areas and shall be payable annually in advance on the first day of each calendar year.</p>

LICENCE PERIOD COMMENCING JANUARY 1, 2007 AND ENDING DECEMBER 31, 2009:

1. Occupancy Charges	<p>a) \$600.00 per annum based on a rate of \$25.00 per square foot per annum of the Equipment Area(s) and/or Exclusive Use Area for Demarcation Panel based on a deemed minimum of twenty-four (24) square feet; and</p> <p>b) if applicable, additional Occupancy Charges at the then current rate per square foot per annum of the Equipment Area(s) and/or Exclusive Use Area used for Communications Equipment in excess of twenty-four (24) square feet.</p> <p>Occupancy charges for the period from January 1, 2007 to December 31, 2007 shall be paid in full prior on or before January 1, 2007, and thereafter shall be payable annually in advance on the first day of each calendar year. Occupancy Charges will be pro-rated for any partial calendar year.</p>
2. Ongoing Costs	if applicable, \$150.00 for the electrical costs attributed to the Licensee's use and operation of the Licensee's Equipment in the Communications Spaces and the Equipment Areas and shall be payable annually in advance on the first day of each calendar year.