

## LICENCE AMENDING AGREEMENT

This Agreement is dated March 28, 2006,

**B E T W E E N:**

**BTC PROPERTIES II LTD.; and  
STEELESTECH PROPERTIES I INC.; and  
STEELESTECH PROPERTIES II INC.**  
(collectively the "Licensor")

- and -

**TORONTO HYDRO TELECOM INC.**  
(“Licensee”)

**WHEREAS** by a licence dated April 1, 2005 (“Licence”), the BTC Properties II Ltd. and 3160343 Canada Inc. (“BTC”) granted a licence to the Licensee to install, operate, maintain, improve, replace and remove certain telecommunication equipment at 3389 Steeles Avenue East, Toronto, Ontario (“Building”) for a term of three (3) years from April 1, 2005 to March 31, 2008;

**AND WHEREAS** the Licensor named herein is the successor to BTC under the Licence;

**AND WHEREAS** the Licensor and the Licensee agreed to amend 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. From and after January 1, 2006, the Licence shall be amended as follows:
  - (a) The section entitled “Building” on the Data Page is hereby deleted and replaced with the following:

“the multi-tenant buildings municipally known as 3381 and 3389 Steeles Avenue East, in the City of Toronto, and the Province of Ontario.”
  - (b) A new Schedule “B-1” is hereby inserted into the Licence as attached hereto as Exhibit 1.
3. Except as specifically stated in this Agreement, any expression used in this Agreement has the same meaning as the corresponding expression in the Licence.
4. 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.
5. The Licensor and the Licensee hereby acknowledge, confirm and agree that in all other respects the terms of the Licence are to remain in full force and effect, unchanged and unmodified except in accordance with this Agreement.

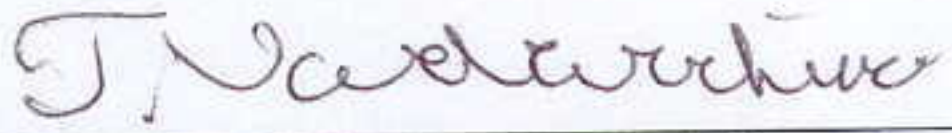
- 6. This Agreement shall enure to the benefit of and shall be binding upon the Licensor and the Licensee and their respective successors and assigns, but subject always to the provisions of the Licence restricting or limiting the Licensee's right to assign the Licence or sublet the Premises or carry out any other transfer, as provided in the Licence.
- 7. 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.

**BENTALL REAL ESTATE SERVICES LIMITED PARTNERSHIP (BY ITS GENERAL PARTNER, BENTALL REAL ESTATE SERVICES G.P. LTD.) DULY AUTHORIZED AGENT FOR BTC PROPERTIES II LTD., STEELESTECH PROPERTIES I INC. and STEELESTECH PROPERTIES II INC.**

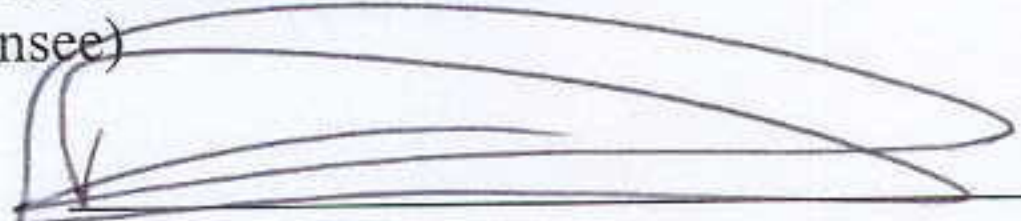
(Licensor)

Per:  c/s

Per:   
We have the authority to bind the corporation

**TORONTO HYDRO TELECOM INC.**

(Licensee)

Per:  c/s

Per: \_\_\_\_\_  
I/We have the authority to bind the corporation

Exhibit 1

Schedule "B-1"