

Memorandum of Agreement

Parties: **Toronto Hydro Telecom Inc. ("THTI") the Licensee.**

And

Oxford Properties Group Inc. ("Oxford") the Licensor.

1. Grant of License:

- (a) the Licensor grants to the Licensee for the Term, a non-exclusive license:
 - (i) to install, operate, maintain, repair, improve, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) connect the Licensee's Equipment to the In-Building Wire and Inside Wire.
- (b) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive license, twenty four twenty (24) hours per day, three hundred and sixty five (365) days per year subject to the Licensor's reasonable security requirements;

2. Services: The Licensee shall use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

3. Term of Agreement: An initial term of five years. A Commencement Date of January 1, 2005. The Initial Term shall end on December 31, 2009.

4. License Fee: THTI's installations shall be in accordance with the standard installation specifications defined in Schedule "B". There shall be a deemed minimum occupancy area of fifty (50) square feet ("Deemed Area") per building. The floor area of the Deemed Area is estimated to be fifty (50) square feet based upon THTI's standard installation specifications. The annual License Fee shall be calculated by multiplying

Deemed Area against the annual occupancy rate determined on the basis of the total square footage of the building where THTI's equipment is installed:

Annual Occupancy Rate:

Buildings of 1 Million Square Feet or Greater \$35.00 per square foot

Buildings of 750,000 to 1 Million Square Feet \$30.00 per square foot

Buildings of 400,000 to 750,000 Square Feet \$25.00 per square foot

Buildings of 200,000 to 400,000 Square Feet \$20.00 per square foot

Buildings of 100,000 to 200,000 Square Feet \$15.00 per square foot

The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date. The Licensee shall provide to the Licensor "as built" drawings of its installations in Licensor's buildings.

5. **Renewal Terms:** Right of renewal for two (2) additional terms of five (5) years provided that the Licensee is not in default of any of its obligations under the Agreement. The Agreement will automatically be renewed for the Renewal Term(s) unless the Licensee gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew.
6. **Electric Utilities:** The Licensee agrees to pay the nominal sum of three hundred dollars (\$300.00) to the Licensor for consumption of electricity in buildings where Licensor is actually consuming electricity. Alternatively the Licensee may install a meter at its cost and pay for its electricity consumption directly to the utility provider.
7. **Long Form Agreement.** The parties shall employ reasonable commercial efforts to enter into a long form agreement within (60) days of the execution of this Memorandum of Agreement. The terms of the Long Form Agreement shall be in accordance with the provisions set forth herein and in conformity with the guidelines of the Canadian Radio-television and Telecommunications Commission promulgated in Telecom Decision 2003-45.
8. **Payment of Outstanding Accounts.** Within thirty (30) days of execution of this Memorandum of Agreement by both parties, the Licensee shall pay to the Licensor outstanding license fees ("**Outstanding Accounts**") in the amount of [REDACTED] The payment of the Outstanding Accounts, comprise all license fees payable to the Licensor for the occupancy of the Licensor's premises during the period of

January 1, 2005 to December 31, 2006 inclusive. The statement of outstanding fees is appended to this Memorandum of Agreement in the form of a spreadsheet entitled "Oxford 2005-2006 Fee Schedule".

Agreed to this 31st day of October 2006.

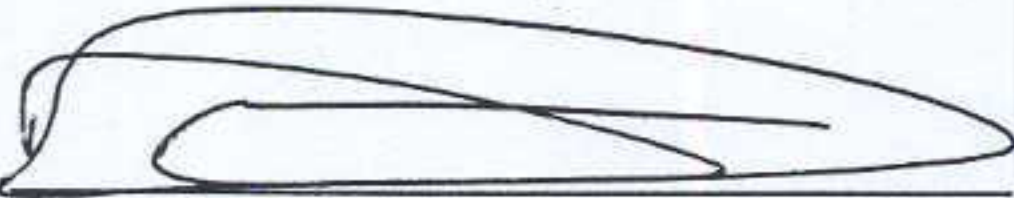
Oxford Property Group Inc. (Licensor)

Per: 

Name: STEVE SMITH

Title: V.P. NATIONAL PROGRAMS.

Toronto Hydro Telecom Inc. (Licensee)



David Dobbin, President