

ORIGINAL COPY

SLA #5

SPACE LICENSE AGREEMENT

THIS AGREEMENT made on the 3rd day of MARCH, 1997

BETWEEN: CLARRY ENTERPRISES LTD
103-1190 SEYMOUR ST
VANCOUVER BC V6B3N3

(hereinafter referred to as "THE LESSOR")

OF THE FIRST PART

AND: BSC BROADBAND SOLUTIONS NETWORK INC.
1000-701 West Georgia Street
P.O. Box 10143, Pacific Centre
Vancouver, B.C.
V7Y 1C6

(hereinafter referred to as "BSC")

OF THE SECOND PART

WHEREAS:

- A. has agreed to license certain space to BSC Broadband Solutions Network Inc., it's successors and assigns to operate and maintain communications equipment, cabling, connections and associated hardware in or on the buildings and lands at 1190 SEYMOUR ST, VANCOUVER, BC V6B3N3 (hereinafter referred to as "THE SITE").

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual promises herein contained, the parties agree each with the other as follows:

1. hereby grants a license to BSC for certain areas in and on THE SITE which is designated by, for the purpose of installing, operating, maintaining and removing it's

communications equipment, cabling, connections and associated facilities.
(hereinafter referred to as the "EQUIPMENT")

2. This licensing agreement shall have a term of ten ¹⁰ years commencing March 1, 1997 and terminating March 1, 1997.
3. On termination of this agreement, BSC will remove all EQUIPMENT installed pursuant to this agreement. BSC shall make good all damage and indemnify against all losses, costs and expenses relating to the installation, operation, or removal of such EQUIPMENT. If such is not removed by BSC as herein required, THE LESSOR will have the right to assume ownership of the same and remain responsible hereinafter for all expenses, responsibilities and obligations.
4. BSC will not at any time install additional EQUIPMENT until it has provided a detailed set of plans, and THE LESSOR has approved those plans.
5. BSC will have free and uninterrupted access in and to THE SITE and will not impede the safe operation of THE SITE.
6. BSC will at all times during the term of this agreement, keep the EQUIPMENT in good repair and will comply with all relevant laws and will ensure that at no times does the EQUIPMENT or the operation of the EQUIPMENT constitute a nuisance.
7. Should interference develop at any time between the installations of other users of the site and those of BSC, BSC shall agree to cooperate in determining the cause of such interference and upon the determination of such cause the party responsible of such cause shall take immediate steps to eliminate the interference at its expense.
8. BSC will maintain public liability insurance on the EQUIPMENT in such amounts and with such policies as is reasonable in the circumstances.
9. BSC will pay installation costs, taxes and other governmental rates and levies related to the installation of the EQUIPMENT.
10. Each of the parties hereto acknowledge and agree that this agreement constitutes the giving of a license and does not constitute or contain any lease of property.
11. This Agreement endures to the benefit of and is binding on the parties to the Agreement and their respective heirs, executors, administrators and permitted assigns.

9. 11A. Throughout the term of the agreement, there will be no cost at any kind to CLARRY ENTERPRISE LTD for the installation, maintenance, rental or removal of the equipment at the site. *original*

12. THE LESSOR hereby grants to BSC the option to renew this license for a further term of ten (10) years, by BSC giving written notice to not less than three (3) months prior to the commencement of the renewal term. The renewal terms shall be negotiated to the mutual agreement of BSC and.

⑬ LOCATION OF EQUIPMENT LOCATED ON SITE TO BE MUTUALLY AGREED UPON BY CLARRY ENTERPRISES LTD & BSC. IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

THE CORPORATE SEAL OF:

C/S

CLARRY ENTERPRISES LTD ("THE LESSOR")

was hereunto affixed in the presence of:

(Authorized signature)

(name and title)

THE CORPORATE SEAL OF:

C/S

BSC BROADBAND SOLUTIONS NETWORK CORP.

was hereunto affixed in the presence of:

(Authorized signature)

VP NETWORK FACILITIES
(name and title)