

SITE LICENSE AGREEMENT

License # _____

This License Agreement (the "Agreement") made as of this day of between **3456 INVESTMENTS LTD.** with its principal office at 108-2590 Granville Street, Vancouver, B.C. ("Licensor") and **GT GROUP TELECOM SERVICES CORP.** a corporation, with its principal office at 700-20 Bay Street, Toronto, Ontario M5J 2N8 ("Licensee").

RECITALS

A. Licensor is the owner of the building commonly known as **1505 West 2ND Street** located at Vancouver, B.C. Canada (the "Building"). Licensor represents and warrants that it has the full right and authority without further consent from any other party to grant Licensee the license and rights contained in this Agreement.

B. Licensee represents and warrants to Licensor that Licensee is authorized to operate telecommunications equipment for telecommunications purposes from the Building under the conditions described herein and that it has full authority without further consent from any other party to negotiate and execute this Agreement with Licensor.

C. Licensee desires access to, and limited use of interior spaces of the Building for the purpose of installing, maintaining, and operating the telecommunications equipment and system that is briefly described below and is specified in further detail in Exhibit A:

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor agree as follows:

1. Grant

(a) Licensor hereby grants to Licensee a non-exclusive license (the "License"):

- (1) To install, maintain, operate, enhance, replace, and remove, at Licensee's sole expense and risk, certain "Facilities" in the "Equipment Room," as each of these terms are hereinafter defined.
- (2) To install, maintain, operate, and replace at Licensee's sole expense and risk, certain "Connecting Equipment" (the cables, conduits, inner ducts and connecting hardware as specified and described in Exhibit A), together with the right to pull such Connecting Equipment through "Building Communications Spaces" (defined as the telecommunications pathways necessary to reach the Licensee's Equipment Room in the Building "and from the Equipment Room to Licensee's customers,) as may be necessary to provide communications services to Licensee's customers and as designated and approved by Licensor. Licensee's Facilities and Licensee's Connecting Equipment are collectively referred to in this Agreement as "Licensee's Equipment."
- (3) At Licensee's option, to use Licensor's existing communications wiring, if available, at rates to be periodically determined by the Licensor for use of such wiring in order to connect the Licensee's Equipment to the Licensee's customers in the Building.

(b) The "Facilities" shall consist solely of the following elements, which are further described in detail in Exhibit A as they may be amended in accordance with Paragraph 6(g):

- (1) equipment and related cabling elements ("Equipment") with the size, engineering structure, and operating characteristics specified in Exhibit A
- (2) Other elements to be installed within the Building in the particular space or spaces specified in Exhibit B

(c)

(d) Licensor shall provide to Licensee approximately **Sixty (60)** square feet of floor space in the Building (the "Equipment Room"), in the location designated on the plan annexed hereto as Exhibit B. Licensee will use the Equipment Room as the service site for the Facilities described in this Agreement and for only that purpose and shall provide physical access to that space 24 hours per day, 7 days per week.

(e) Licensor shall have the right, in its sole and reasonable discretion from time to time, to limit the type, size and location of Licensee's Facilities located in or on the Building. Further, Licensor may, in its sole and reasonable discretion, at Licensee's expense, relocate any or all of Licensee's Facilities or require Licensee to relocate any or all of Licensee's Facilities in the Building from time to time during the term of this Agreement, provided that such relocation does not render Licensee's utilization of the site impractical and that such replacement site is equally suitable. Licensor may not exercise this right to require relocation to accommodate another service provider unless Licensor or the other service provider bears the entire cost of such relocation. In the event that Licensor requires Licensee to relocate Licensee's Facilities, Licensee shall within ninety (90) days either

- (i) Terminate this Agreement upon written notice to Licensor; or
- (ii) Relocate Licensee's Facilities (the time period for relocation shall be extended to one hundred twenty (120) days if Licensee has begun but not yet completed the relocation within the required ninety (90) day period). Licensor shall allow Licensee to perform a standard cutover procedure, if required by said relocation, which will ensure that the relocated equipment is operational for service prior to discontinuing service from old service location.

(f) Licensor and Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents, or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other. Licensee hereby accepts and assumes full and exclusive liability for, and shall hold Licensor harmless from, the payment of all taxes, monies, and other expenses arising from the conduct of Licensee's business in the building, including without limitation, contributions required under province and federal law providing for province and federal payroll taxes or contributions for unemployment insurance or old age pensions, or annuities which are measured by wages, salaries, or other remuneration paid to Licensee or by Licensee to its employees for any and all activities in connection with this Agreement.

(g) Licensee is expressly forbidden to use its equipment located within the Building to program or control the operations of any other facilities located upon other properties without the express written permission of the Licensor. Additional fees may be required, as agreed to between the parties, for using Licensee's Facilities as a control point for other properties outside the Building.

(h) Licensor makes no warranty or representation that the Building Communications Spaces, the Equipment Room or the Building are suitable for the Licensee's use, it being assumed that Licensee has satisfied itself thereof. Licensee has inspected the Building Communications Spaces, the Equipment Room and the Building and accepts the same "as is" and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the Building Communications Spaces, the Equipment Room or the Building for Licensee.

(i) The License granted herein is non-exclusive. Licensor hereby reserves the right to grant, renew or extend similar licenses to others; Provided that such licenses do not render Licensee's utilization of the Building impractical.

(j) Licensee shall not disturb any tenants of the Building or trespass or otherwise use or go on any area leased to such tenants without first obtaining the written consent of the Licensor and such tenants.

2. Fees

- (a) Licensee shall pay to Licensor a fee (the "License Fee") of **ONE THOUSAND DOLLARS (\$1000.00)**, each year of the Agreement paid annually in advance, beginning on the Commencement Date.
- (b) Licensor and Licensee agree to use their good faith efforts to refrain from disclosing the financial terms of this Agreement. Either party may disclose the financial terms of this Agreement when required by law, regulation or prior agreement. No recourse, action or penalty shall be associated with the good faith effort of non-disclosure herein embodied.

3. Term

The term of this Agreement ("License Term") shall commence on the first day of the month following the day of customer activation ("Commencement Date").

The initial term hereof shall be five years ("Initial Term"), beginning on the Commencement Date, subject to extension or earlier termination in accordance with the provisions hereof; Licensee shall have the option to renew and extend this Agreement upon the same terms and conditions set forth herein, except as specifically stated herein, for two additional five (5) year periods ("the Renewal Terms") and provided Licensee is not then in default under this Agreement, by giving written notice of such an intent for each such period to Licensor no more than one-hundred and eighty (180) days and no less than ninety (90) days prior to the end of the Initial Term or the first Renewal Term, as the case may be (the "Initial Term" and the "Renewal Terms" are collectively referred to as the "License Term"). The License Fee for the two (2) Renewal Terms will be adjusted according to the cumulative increase, if any, during the previous five (5) year period in the Consumer Price Index for the City of Vancouver (All Items) as determined by Statistics Canada. Further renewals shall require the mutual agreement of both Licensor and Licensee, as set forth in Paragraph 14 ("Renewal Options").

4. Use

Licensee shall use the Facilities, Licensee's Equipment, Equipment Room and the Building Communications Spaces solely for the purposes of providing telecommunication services for which it has received all necessary approvals from either the local public utility governing body, and the CRTC. If Licensee is using the Facilities to provide telecommunications services to any tenant or occupant (other than Licensee) within the Building, Licensee shall make available such telecommunications services to all tenants and occupants of the Building.

5. Electric Utilities

The Licensee shall be responsible for payment of its own power (electricity) consumption in the Building. The Licensee shall pay the Licensor, annually in advance, for power consumed in the Building, which is warranted to not exceed \$300.00 ("Annual Power Payment"), payable on the Commencement Date and on each such anniversary date thereafter.

In the event that the annual power consumption exceeds the Annual Power Payment, the Licensee shall pay to the Licensor the increased cost to which the Licensor is put to by virtue thereof.

Licensor shall use reasonable efforts to notify Licensee in advance of any planned utility outages that may interfere with Licensee's use. Licensee further agrees that the Licensor has no obligation or responsibility to provide emergency or "backup" power to Licensee, and Licensee acknowledges that any such provision of emergency or "backup" power shall be the sole responsibility of Licensee.

6. Construction

(a) Prior to the commencement of any work, Licensee shall, at its sole cost and expense, prepare and deliver to Licensor working drawings, plans and specifications, as contained in Exhibit B detailing the location and size of the Licensee's Facilities, Equipment Room and Building Communications Spaces, all specifically describing the proposed construction and work. No work shall commence until Licensor has approved, in writing, Exhibit Band any other applicable construction or installation plans, which approval shall not be unreasonably withheld or unduly delayed. Approval or disapproval and required changes shall be delivered to Licensee within twenty (20) working days after the receipt of such plans from Licensee. In no event shall Licensor's approval of such plans be deemed a representation that Licensee's equipment will not cause interference with other systems in the Building or that Licensee's plans comply with applicable laws, rules or regulations, such responsibility remains with Licensee.

(b) Licensee warrants that the installation of Licensee's Facilities and Licensee's Equipment shall be in strict compliance the approved plans and specifications prepared in connection with Exhibit B as attached hereto.

(c) Licensee agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, and consistent with such reasonable requirements as shall be imposed by Licensor. Licensee shall, at its sole cost and expense, repair or refinish any surface or other part of the Building that is damaged by or during the installation of Licensee's Facilities and use of the Building Communication Spaces and caused by Licensee or any of its agents, representatives, employees,

contractors, subcontractors, or invitees. If Licensee fails to repair or refinish any such damage, Licensors may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensors of all costs and expenses incurred in such repair or refinishing. In the event of any such damage, the Licensee is responsible for any cost or loss of the Licensors including, without limitation, that arising out of any claim of the Licensors by any of its tenants.

(d) Licensee shall label each new cable installed or placed in the telecommunications pathways, in each telephone closet through which said cables pass, with identification information including, but not limited to, License Agreement Number (to serve as identification), floor where cable originates and floor where cable terminates and any other information as may be reasonably required by Licensors's Building rules.

(e) Licensee shall obtain, at its sole cost and expense, prior to construction and work, all necessary federal, provincial, and municipal permits, licenses and approvals, copies of which shall be delivered to Licensors prior to commencement of construction and work. Licensee's Facilities shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over Licensee's operations. Licensee shall prominently label any equipment with appropriate safety warnings.

(f) Licensee shall not during construction or otherwise, in Licensors's sole and reasonable judgment, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, the sidewalks around the Building or any entrance ways thereto or the tenants' use of the Building.

(g) Licensee shall have the right to amend Exhibits A and B, from time to time, by written notice to Licensors, for the purpose of serving additional occupants of the Building. Licensors shall use reasonable efforts to ensure that all terms and conditions of this Section 6 shall apply mutatis mutandis to every other internet service provider in the Building.

(h) Licensee shall ensure that the installation, maintenance, and operation of Licensee's Facilities shall not interfere with the operation of communications devices by Licensors or by other pre-existing lessees or licensees of the Licensors.

(i) The parties recognize that this Agreement contemplates installation and use by multiple entities or licensees seeking to place antenna or telecommunications systems in or upon the Building. Licensee shall use its best efforts to coordinate its activities with those other such entities or licensees for the purpose of reducing the costs of all such parties and to avoid interference with each such party's equipment.

7. Licensee's Covenants

(a) Licensee, through its designated and approved employees and contractors, shall be solely responsible for the maintenance and care of the Facilities and Connecting Equipment and shall maintain the same in a clean, sanitary and safe condition and in good repair and free of any defects at all times during this Agreement.

(b) Licensee shall, at its sole cost and expense, forthwith repair any damage to the Building, Building Communications Spaces, and/or to any other property owned by Licensors or by any lessee or licensee of Licensors or by any other occupant of the Building where such damage is caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If Licensee fails to forthwith repair or refinish any such damage, Licensors may, in its sole discretion, without in any way restricting its other rights including, without limitations, termination of this Agreement, repair or refinish such damage and Licensee shall reimburse Licensors for all reasonable costs and expenses incurred in such repair or refinishing.

(c) Licensee shall not interfere with the use and enjoyment of the Building by Licensors or by other lessees, or licensees of the Licensors or other tenants or occupants of the Building.

(d) Licensee's Facilities shall not disrupt, adversely affect or interfere with other providers of communications services in the Building or with any tenants or occupant's use or operation of communications or computer devices. Licensee shall not install or maintain any Facilities of the type or frequency which cause or will cause any interference to the Building elevators, fire alarm system, or any other Building safety system or equipment of Licensors, systems or equipment of tenants of Licensors or any other neighboring property. Licensee shall correct such interference within twenty-four (24) hours after receiving written notice of such interference. Without limitation of any other right or remedy available to the Licensors, the Licensors reserves the right to disconnect power

to any such Licensee's Equipment where the Licensee fails to correct such interference after notice, or in the case of emergency, without notice.

(e) Licensee further understands and agrees that the aesthetic characteristics of the Building are of significant commercial importance to Licensors and, therefore, commits to ensuring that the installed appearance of the Facilities will be consistent with the specifications set forth in Exhibits A and B. Licensee further agrees that, at no time during the period of this License, will it use or permit the use of its Facilities in ways that are inconsistent with those plans (as they may from time to time be amended with the consent of Licensors) or add to or change the use of the Facilities provided for or permitted herein or for the display of advertising or other visual displays with significant aesthetic impacts.

(f) Licensee agrees to comply with all Building rules (Exhibit C), as reasonably adopted and altered by Licensors from time to time, and will cause its agents, employees, contractors, invitees and visitors to do so, provided no revisions to the Building rules materially adversely affect the Licensee's rights or increase the Licensee's financial obligations under this Agreement.

(g) Licensee agrees to comply with all applicable rules and regulations of the CRTC and applicable codes and regulations of the city, county and province pertaining to the installation and operation of Licensee's Facilities.

(h) Licensee agrees that Licensors shall not be liable for damage to Licensee's Facilities or for theft, misappropriation or loss thereof, unless due to Licensors' gross negligence or willful misconduct.

8. Access

(a) Licensors agree that Licensee's authorized representatives shall have access to the Equipment Room at all times, for the purposes of installing, maintaining, enhancing, operating and repairing Licensee's Facilities, and Licensors further agree to give Licensee ingress and egress to the Building Communications Spaces during the term of this Agreement, including non-exclusive use of an elevator. It is agreed, however, that only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building Communications Spaces, and only upon conditions set forth herein. Licensee further agrees to keep to a minimum the number of personnel visiting the Building and the frequency of the visits so as not to disturb the tenants.

(b) Except in the event of an emergency where no notice will be required, Licensee agrees to give at least twenty-four (24) hours notice to Licensors of its intent to enter the Building Communications Spaces. At the time that such notice is given, Licensee shall inform Licensors of the names of the persons who will be accessing the Building Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. In the event of an emergency, Licensee shall give to Licensors as much advance notice as reasonably possible of its intent to enter the Building Communications Spaces and, within twenty-four (24) hours following such entry, shall provide to Licensors a written report detailing the nature of such emergency, the corrective actions taken.

(c) Permission for all entries upon the Building Communications Spaces (including entries for maintenance and/or installation) must be received from Licensors in advance, unless such entry is of an emergency nature and permission cannot be obtained in a timely fashion. Licensors shall not be obligated to provide elevator service during emergency situations and under emergency conditions, which emergency situations and conditions shall be reasonably determined by Licensors.

(d) Save for emergencies and for servicing of any unrelated equipment in the Equipment Room where no notice will be required, Licensors and its representatives shall have the right upon provision of reasonable notice to Licensee to enter the Equipment Room for any purposes whatsoever, including but not limited to the following:

- (i) to maintain the Equipment Room and the Building;
- (ii) to make inspection, repairs, alterations, improvements or additions, in or to the Equipment Room ;
and
- (i) for such other purposes as Licensors deems reasonably necessary.

In all cases, Licensors shall use reasonable efforts to minimize any effect upon Licensee's operations or Licensee's Facilities or Licensee's Equipment and where there is any foreseeable risk that such will be adversely

affected or interrupted, the Licensor will give the Licensee as much notice as practically possible (except in case of emergency).

9. Insurance

(a) Licensee shall maintain in force, at its expense, during the term of this Agreement, a policy of Commercial General Liability Insurance issued by a company acceptable to Licensor, and licensed to do business within the province where the Building is located, insuring Licensee and adding, as additional insureds, the Licensor and any additional parties that Licensor may reasonably designate by written notice, with a combined single limit of Five Million Dollars (\$5,000,000) for injury or death or property damage, and excess "Umbrella" liability coverage of not less than \$ Five Million Dollars (\$ 5,000,000.). Licensee shall maintain all risk property insurance on Licensee's Equipment in sufficient amounts to cover any loss thereof.

(b) Licensee's insurance shall contain provisions providing that such insurance shall be primary insurance insofar as Licensor and Licensee are concerned, with any other insurance maintained by Licensor being excess and non-contributing with the insurance of Licensee required hereunder and providing coverage for the contractual liability of Licensee to indemnify Licensor pursuant to Paragraph 10 below or otherwise under this Agreement. Licensee shall obtain the agreement of Licensee's insurers to provide proof of such insurance to Licensor at the Building office prior to commencement of any construction and to notify Licensor, in writing, that a policy is due to expire at least 30 days prior to such expiration. Licensee shall add Licensor and any additional parties that Licensor may reasonably designate by written notice as additional insureds to the policies.

(c) Licensee shall maintain in force all required workers' compensation or other similar insurance pursuant to all applicable province and local statutes.

10. Indemnification

Licensee shall not cause damage to any part of the Building or Licensor's tenants. Licensee shall indemnify, exonerate and hold Licensor, its principals, officers, directors, agents, employees and servants harmless from and against any liability, claim, loss, cost, damage and expense of whatever kind arising directly from the construction, operation, maintenance, repair, and removal of Licensee's Facilities or from Licensee's breach of this Agreement, including, but not limited to, reasonable legal fees and court costs, except to the extent such liability, claim, loss, cost, damage or expense is due to the negligence or willful misconduct of Licensor or its employees, agents or invitees. The provisions of this Paragraph 10 shall survive termination of this Agreement insofar as claims filed prior to, or within three (3) years of the expiration or termination of the Agreement.

11. Release and Waiver of Subrogation Rights

To the extent allowable under the laws and regulations governing the writing of insurance within the province in which the Building is located, Licensor and Licensee each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured under this Agreement, pursuant to insurance policies carried by the parties which are in force at the time of the loss or damage where payment is made under such policy to the extent of the policy limits. Licensor and Licensee will each request its insurance carrier to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation. The waiver of subrogation endorsement need not be obtained if it incurs an additional cost for the affected policy, unless following written notice, the other party elects to pay that additional cost to obtain the waiver of subrogation endorsement. The provisions of this Paragraph 11 shall survive termination of this Agreement.

12. Liens

Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Licensee. Licensee shall also indemnify, hold harmless and defend Licensor against any such liens, including the reasonable fees of Licensor's attorneys. Such liens shall be discharged by Licensee within thirty (30) days after notice of filing thereof by bonding, payment or otherwise, provided that Licensee may contest, in good faith and by appropriate proceedings, any such liens. The provisions of this Paragraph 12 shall survive termination of this Agreement.

13. Establishment of MPOE

(a) Licensee recognizes that Licensor may desire to provide access to existing and future telecommunications service providers for tenants of the Building, and Licensor may deem it desirable to achieve this objective by providing a central telecommunications cable distribution system ("CDS") in the Building for use by all competitive providers of telecommunications services. The CDS will include a main cross-connect ("MC") for use by all competitive service providers in order to reach tenant demarcation points in the Building. The MC shall serve as the minimum point of entry ("MPOE") demarcation point for service providers, including Licensee. The MC shall also serve as the origination point of the CDS. The telephone closet demarcation block on each floor of the Building will serve as the termination point of the CDS on that floor. Licensor shall charge all telecommunication service providers in the Building at the same rate, (including Licensee) a fee for each CDS cable-pair used ("CDS Fee"), in accordance with Exhibit H, which will be attached hereto and incorporated herein as it may be amended from time to time if the CDS is installed by Licensor.

(b) Provided every telecommunications service provider is subject to the following obligations and the Licensor exercises its options against each, if Licensor installs a CDS:

- (1) Licensor may purchase from Licensee those portions of Licensee's Connecting Equipment that Licensor, in its sole discretion, determines is necessary to incorporate into the CDS. The purchase price of such portions of Licensee's Connecting Equipment shall be an amount equal to the Licensee's then unamortized cost (including labour charges) of such Connecting Equipment as shown on the Licensee's books. Licensee shall, at Licensor's option and expense, remove any remaining Licensee Connecting Equipment that is not purchased by Licensor.
- (2) Licensee shall at Licensee's expense, relocate its existing services and demarcation facilities to the CDS, if such a frame is installed and all other telecommunication service providers existing in the Building are also required to do the same.
- (3) Licensee shall utilize the CDS for providing all service to Licensee's customers once Licensor notifies Licensee that the MC is ready for service.
- (4) Licensor agrees to allow Licensee a reasonable amount of time (not to exceed 90 days) for proper planning, engineering and cutover in this regard. Cutover to the CDS will be accomplished at times other than Normal Business Hours.

(c) Licensor shall repair or replace the CDS as necessary to eliminate any interruption or other adverse effects caused by malfunction, damage or destruction of the CDS, the cost of which shall be borne by Licensee if the problem was caused directly or indirectly by the act or omission of Licensee, its agents, representatives, employees or invitees. The Licensor warrants that it shall use high quality parts and materials and install the CDS in a good and workman like manner in accordance with all required permits and applicable laws and regulations. The Licensor further warrants that the CDS shall be designed and constructed in accordance with the Licensee's technical specifications and that the Licensee will be entitled to inspect and test the CDS and if any portion thereof including its design, is found defective, the Licensor shall replace or redesign or repair such defective portion. In limitation of the foregoing, Licensor's obligation to repair or replace the CDS shall apply only to the extent necessary to reach premises in the Building that are then used by tenants after the malfunction, damage or destruction or that, if damaged or destroyed, will be again used by tenants upon the completion of restoration or repair thereof. In no event shall Licensee have any right to make any claim against Licensor for any damages whatsoever, except for damages arising from the deliberate or grossly negligent act of Licensor. Licensor shall promptly provide to Licensee the phone number(s) for the person or persons responsible for the operation and maintenance of the CDS.

(d) Licensee shall include in each of its contracts with tenants in the Building a provincement that Licensee's services are entirely independent, separate and distinct from any contract Licensee has with Licensor and that no party with whom Licensee contracts shall have any rights against, and none shall seek recourse against, Licensor as a result of, or in reliance upon, such contracts.

(e) Notwithstanding the foregoing elements of this Paragraph 13, in the event that Licensor installs a CDS, Licensee may, in its sole option and within ninety (90) days after such installation, terminate this Agreement upon written

notice to Licensor.

14. Renewal Options

At least one-hundred and twenty (120) days prior to the termination of the Second Renewal License Term, Licensee shall advise Licensor in writing if it requests to extend the License Term, setting forth its proposed extension term and the amount of the fees it believes to be appropriate. Within thirty (30) days after the receipt of such notice, Licensor shall advise Licensee whether it will consent to an extension of the License Term and if so, whether the proposed extension term and fees are acceptable or Licensor shall set forth the length of the extension term and the amount of the fees which would be required by Licensor. If Licensor shall fail to respond to Licensee's extension request within such thirty (30) day period, then Licensor shall be deemed to have refused to consent to Licensee's request for such extension. If Licensor and Licensee agree on an extended term, this Agreement shall be amended by a writing signed by both parties setting forth those terms and incorporating all of the other terms and conditions of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, nothing herein shall be construed to impose any obligation on Licensor to agree to any extension of the License Term, other than the two (2) five-year renewal terms as authorized by Paragraph 3, above.

15. Assignment and Subletting by Licensee

- (a) Licensee shall have the right, without Licensor's consent, but upon written notification to Licensor, to assign this License to its lenders or a purchaser of all or part of its network assets or any parent or subsidiary corporation or to any corporation or partnership which is, on the effective date of this Agreement, controlled by, under the control of, or under common control with Licensee.
- (b) Except as provided in paragraph 15(a) above, Licensee shall not assign this License without obtaining the prior written consent of Licensor, which consent shall not be unreasonably withheld, delayed or conditioned.
- (c) No assignment shall release Licensee from any liability or obligation under this Agreement, unless Licensor provides such release in writing.

16. Hazardous Materials

- (a) Licensee shall not install any hazardous substance or material into the Building (including those afterwards defined as or deemed hazardous). In the event that any hazardous materials are installed or brought into the Building by or on behalf of Licensee, then Licensee shall cause the removal of same within twenty-four (24) hours of Licensor's written demand and shall indemnify and hold Licensor and Licensor's Parties (as defined in Paragraph 32, below) harmless from any claim, loss, cost, damage, or expense resulting from such hazardous materials or from Licensor's removal thereof. In the event that Licensee shall discover, uncover, disturb or otherwise reveal any existing hazardous materials within the Building, Licensee shall immediately stop any work in progress and report such findings to Licensor within twenty-four (24) hours. Licensee shall not conduct any further work in the reported area without Licensor's written approval.
- (b) Licensee shall have three options upon discovery of hazardous material and cessation of work as described above:
 - (i) Reroute its planned access route to avoid such hazardous material areas;
 - (ii) Terminate this Agreement according to the procedure set forth in Paragraph 18 (Termination/Remedies);
 - (iii) Reschedule its installation work to a period after Licensor has completed corrective action in regard to such hazardous materials; provided, however, that Licensee may terminate this Agreement upon written notice to Licensor if such corrective action has not been commenced and diligently pursued within thirty (30) days after Licensor's receipt of notice of Licensee's discovery of the hazardous materials.
- (c) Licensee is hereby released and indemnified from any responsibility for managing, monitoring, or abating, and shall not be deemed to have ownership of hazardous materials, including asbestos, pre-existing within the Building, or brought on the Premises, into the Building, on, in or under the land upon which the Building is located, by any other tenant or by Licensor or Licensor's Parties.

17. Events of Default

(a) Each of the following events shall be deemed to be an event of default by Licensee under this Agreement ("Licensee Event of Default"):

- (1) If Licensee shall default in the payment of any fees or other sum or money on the date due to the Licensor hereunder;
- (2) Except where different cure periods are expressly provided in this Agreement to the contrary, if Licensee shall default in the observance or performance of any of Licensee's non-monetary obligations under this Agreement and such default shall continue for more than fifteen (15) days after written notification of such default by Licensor to Licensee (unless such default cannot reasonably be cured within such fifteen (15) day period, in which case such cure period shall be extended for the minimum period of time reasonably required to effect such cure provided that Licensee shall promptly commence and prosecute such cure to completion with all reasonable diligence) unless such default caused the Licensor to be in breach of any government or municipal law or by-law in which event the Licensor may terminate this Agreement on written notice, and the Licensee shall pay all costs and losses in any way suffered by the Licensor as a result of such default. This right applies whatever the cure period which may be expressly provided for in this Agreement or whether it is the 15 day period provided for herein;
- (3) If there shall be interference with the telecommunications or computer equipment of Licensor or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair or removal of Licensee's Equipment and which interference is not cured within twenty-four (24) hours of Licensee's receipt of written notice by Licensor or such interference;
- (4) If Licensee shall have permitted any hazardous materials to be installed in the Building by or on behalf of Licensee;
- (5) The revocation of Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to franchise or regulate Licensee's provisioning of telecommunications services; and
- (6) The filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Licensee, or an assignment for the benefit of creditors, or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of Licensee or of any of the Licensee's property, or a proceeding by any governmental authority for the dissolution or liquidation of Licensee.

(b) An event of default under this Agreement by Licensor ("Licensor Event of Default") shall occur where Licensor defaults in the observance or performance of all of Licensor's obligations under this Agreement and such default shall continue for more than fifteen (15) days after written notification of such default by Licensee to Licensor (except where different cure periods are expressly provided in this Agreement to the contrary), unless such default cannot reasonably be cured within such fifteen (15) day period, in which case the cure period shall be extended for the minimum period of time reasonably required to effect such cure provided that Licensor shall promptly commence and prosecute such cure to completion with all reasonable diligence.

18. Termination/Remedies

(a) Upon or after the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement upon the expiry of the cure period (if there is one), and the default has not been cured and it may sue for any other damages to which the non-defaulting party may be entitled at law or in equity (except that no claim for fees due after the date of termination shall be made if the Licensee's Event of Default is solely that listed in Paragraph 17(a)(5), above, and such revocation has not been caused by the specific omission or improper act of Licensee).

(b) Licensee may terminate this Agreement at any time upon written notice to Licensor without further liability

if Licensee, after making reasonable efforts to do so, fails to obtain all permits or other approvals required from any governmental authority or any easements required from any third party that are necessary to operate the Licensee's Equipment, or if any such permit, approval or easement is canceled, expires or is withdrawn or terminated or for any other bona fide reason (e.g. interference with Licensee's signals, commercial impracticability). Upon termination pursuant to this subparagraph, Licensors shall retain all prepaid Licensee Fees without restricting its right to damages, but the same shall be credited against any cost or loss of the Licensors.

(c) At the expiration or earlier termination of this Agreement (the "Termination Date") Licensee shall, at Licensee's sole cost and expense, without liens, remove Licensee's Facilities, Connecting Equipment and all of Licensee's personal property from the Building. Any property not so removed within sixty (60) days after the Termination Date may at Licensors's sole option:

- (i) Be removed and stored by Licensors at Licensee's expense; or
- (ii) Upon 10 days notice to the Licensee, become the property of Licensors without compensation to Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of such Facilities and other equipment or property removal, which claims or obligations shall survive such termination. Further, Licensee agrees, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of Licensee's Facilities and Connecting Equipment, excepting damage caused by ordinary wear and tear. If Licensee fails to repair or refinish any such damage, Licensors may, in its sole reasonable discretion, repair or refinish such damage and Licensee shall reimburse Licensors for all reasonable costs and expenses incurred in such repair or refinishing.

(d) Except where this Agreement is terminated due to a Licensee Event of Default, following the expiration or termination of this Agreement, Licensors and Licensee agree to negotiate in good faith towards an agreement granting to Licensee a temporary license in the Building for the purpose of allowing Licensee to temporarily continue serving then existing customers in the Building pursuant to existing contractual obligations. Licensors may charge Licensee reasonable fees, which shall be negotiated in good faith between the parties, for the temporary license (such fees shall be no less than the License Fees and the CDS Fees established herein). Throughout any such period, Licensee shall cooperate with Licensors in all reasonable efforts to provide continuing reliable telecommunications services to all tenants and other occupants of the Building.

(e) In the event of a Licensee Event of Default or a Licensors Event of Default, as the case may be, the other party shall have all rights available in equity or at law.

19. Notices

Any or all notices or demands by or from Licensors to Licensee, or Licensee to Licensors, shall be in writing and shall be deemed given upon delivery to the following applicable address, or otherwise upon delivery to the party.

Until notified of a different address as provided for herein, which address must be in British Columbia, all notices shall be addressed to the parties as follows:

Licensors: 108-2590 Granville Street, Vancouver, B.C. V6H 3H1

Licensee: 20 Bay Street, Suite 700, Toronto, Ontario M5J 2N8

20. No Implied Waiver

The waiver by Licensors of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

21. Subordination

Licensee accepts this Agreement subject and subordinate to any mortgage, deed of trust, lease, or other lien presently existing or hereafter arising upon the land or the Building or the title thereof and to any renewals,

modifications, consolidation, refinancing, and extensions thereof and

Licensee agrees that any such mortgagee or lessee shall have the right at any time to subordinate this Agreement to such mortgage, deed of trust, lease or other lien to this Agreement on such terms and subject to such conditions as such mortgagee or lessee may deem appropriate in its discretion. Provided Licensee is performing its obligations hereunder and is not in default, its possession will not be disturbed. This provision is hereby declared to be self-operative and no further instrument shall be required to effect such subordination of this Agreement.

22. Costs of Collections and Enforcements

In the event of any action taken in relation to this Agreement, prior to filing a writ or other commencement of an action, the prevailing party shall be entitled to recover from the other reasonable legal costs of its solicitors and/or collection agent(s) and costs incidental thereto, including but not limited to reasonable court costs. Where the action is brought in a court, such as provincial court, which does not provide for legal costs, the prevailing party shall be entitled to recover from the other reasonable legal costs of its solicitor and costs incidental thereto.

23. Casualty Damage; Licensee's Termination Option

In the event of any fire, casualty, physical calamity or physical damage to the Building, which makes it impossible for Licensee to carry out the purposes of its installation, maintenance, and operation in the Building, or if the Building becomes unfit or undesirable for Licensee's use, Licensors, at its sole option and expense may attempt to remedy such problem within one-hundred and eighty (180) days, or any such period deemed reasonable under the circumstances, after written notice thereof. In the event that Licensors either:

- (a) Elects not to attempt to cure or remedy such a problem; or
- (b) Fails to provide an adequate remedy within such one-hundred and eighty (180) day period, or any such period deemed reasonable under the circumstances

Licensee may terminate this Agreement upon ninety (90) days prior written notice to Licensors, in which event, Licensee shall remove Licensee's Equipment from the Building and neither party shall have any further liability hereunder, except as provided in Paragraph 10. Licensee shall have no obligation to pay fees during the ninety (90) days' notice period of Licensee's intent to terminate this Agreement if the Building is rendered unfit for Licensee's use due to fire, casualty, physical calamity or physical damage to the Building, and the Licensors has elected not to cure such physical calamity or damage.

24. Equipment to Remain Personal Property

Except as otherwise provided herein, the Facilities and Licensee's Equipment shall remain Personal property of the Licensee notwithstanding the fact that it may be affixed or attached to the Building, and shall, during the term of this Agreement, or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Licensee, subject to Licensors's right to remove the same as provided for in this Agreement.

25. Severability

If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible thereto.

26. Governing Law

The construction, interpretation, performance and enforcement of this Agreement shall be in accordance with the laws of the province of B.C. It is agreed only the courts of the Province of British Columbia shall have jurisdiction to hear any dispute or other matter in regard to this Agreement.

27. Survival of Provisions

Any obligation of the parties relating to monies owed, as well as those provisions relating to limitations on liability and actions, shall survive termination or expiration of this Agreement.

28. Force Majeure

(a) Whenever a period of time is herein prescribed for the taking of any action by Licensor or Licensee, Licensor or Licensee shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labour or materials (not caused by the party seeking the benefit of this paragraph), war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Licensor or Licensee. The provisions of this paragraph shall not apply to the payment of fees or the payments of other monies to be paid by Licensor or Licensee under this Agreement.

(b) In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this Paragraph 29, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this Paragraph 29.

29. Registration

Licensor agrees to provide to any prospective purchaser or mortgagee ("transferee") of the Site actual notice of this Agreement by delivering a copy of this Agreement to such prospective transferee before completion of the transfer transaction and agrees to indemnify Licensee for all damages suffered by Licensee as a result of its failure to do so.

30. License Only

This Agreement creates a contractual license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the land or Building or title thereto, by virtue of this Agreement or Licensee's use of the Rooftop Space, Pathway or the Equipment Room pursuant hereto. In connection with the foregoing, Licensee further acknowledges that in no event shall the relationship between Licensor and Licensee be deemed to be a so-called landlord-tenant relationship or a principal-agent relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants at law.

31. Successors in Licensor's Interest/Limitation of Liability

(a) The terms, covenants and conditions contained in this Agreement shall bind and enure to the benefit of Licensor and Licensee and, except as otherwise provided in this Agreement to the contrary, their respective heirs, executors, administrators, successors and assigns.

(b) The obligations of Licensor under this Agreement shall no longer be binding upon Licensor in the event that Licensor sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent licensor after the sale, assignment or transfer by such subsequent licensor). In the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such obligations. A lease of the entire lands or of the entire Building shall be deemed a transfer within the meaning of the foregoing sentence.

(c) Neither the partners (direct or indirect) comprising Licensor or Licensee, nor the shareholders of Licensor or Licensee (nor any of the partners comprising same), nor any of the partners, shareholders, directors or officers of any of the foregoing nor any agent or person acting on the Licensor's or Licensee's behalf respectively or such person's behalf (collectively, the "Parties") shall be personally liable for the performance of the Licensor's or Licensee's obligations under this Agreement as the case may be. Licensee and Licensor shall look to the other party to enforce their respective obligations hereunder and shall not seek any damages against any of the Parties (although this in no way restricts any action either party may have against their own partners, shareholders, directors, officers, agents or persons acting on their behalf). Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that Licensee shall look solely to the estate and interest of Licensor, its successors and assigns, in the Building, and the real property on which it is situated, for the collection of any judgment recovered against, or liability of, Licensor by reason of Licensor's breach of this Agreement or otherwise, and no other property or assets of Licensor or any of Licensor's Parties shall be subject to levy, execution, or other

enforcement procedures for the satisfaction of Licensee's remedies under or with respect to either this Agreement, the relationship of Licensor and Licensee hereunder, or Licensee's use of space licensed to Licensee hereunder.

32. Entire Agreement

The terms and conditions contained herein supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the parties.

33. Headings

The descriptive heading of the several paragraphs of this Agreement are inserted for convenience and ease of reference only and do not constitute part of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement in multiple original Counterparts as of the day and year first above written.

LICENSOR: 3456 INVESTMENTS LTD.

By:

Name:

Title: PRESIDENT
Date: MAY 25, 2001

LICENSEE: GT GROUP TELECOM SERVICES CORP.

By:

Name:

Title: Vice President & General Manager, Pacific Region

Date: April 30, 2001

EXHIBIT A.

List of Equipment

EXHIBIT B

Proposed layout of Equipment Room, Licensee's Facilities and Building Communication Spaces

EXHIBIT C

Building Rules

RULES AND REGULATIONS

1. The Landlord shall have the right to control and operate the Common Facilities in such manner as it deems best for the benefit of the tenants generally. No tenant shall invite to the Leased Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the Common Facilities by other tenants.
2. The Common Facilities shall not be encumbered or obstructed by tenants or tenants' agents, servants, employees, licensees or invitees, or be used by them for any purpose other than as sanctioned by the Landlord. The Landlord reserves the right to restrict and regulate the use of the aforementioned Common Facilities by tenants and tenants' agents, employees, servants, licensees and invitees and by persons making deliveries to tenants (including, but not limited to, the right to allocate certain elevator or elevators, if any, and the reasonable hours of use thereof for delivery service), and the right to designate which Building entrance or entrances shall be used by persons making deliveries to the Building.
3. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens other than those furnished or approved of by the Landlord shall be attached to, or hung in, or used in connection with, any window or door of the Leased Premises, without the prior written consent of the Landlord. Such curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design and colour as approved by the Landlord, and attached in the manner approved by the Landlord.
4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any window or part of the outside or inside of the Leased Premises or the Building without the prior written consent of the Landlord. In the event of the violation of the foregoing by any tenant, the Landlord may remove same without any liability, and may charge the expense incurred by such removal to such tenant. Interior signs on doors shall be inscribed, painted, or affixed for tenants by the Landlord or by sign painters, first approved by the Landlord, at the expense of the tenants and shall be of a size, colour, and style acceptable to the Landlord.
5. The windows and doors and, if any, the sashes, sash doors, and skylights that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by tenants, nor shall any bottles, parcels, files, papers or other articles be placed on the windowsills.
6. No showcase or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules without the prior written consent of the Landlord.
7. The toilets, urinals, sinks and other water apparatus shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting from misuse shall

be borne by the tenants by whom or by whose agents, servants, employees, customers or invitees the same was caused. Tenants shall not let the water run unless it is in actual use, and shall not deface or damage any part of the Building, nor drive nails, spikes, hooks, or screws into the walls or woodwork of the Building.

8. Tenants shall not mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building. No boring, cutting or stringing of wires shall be permitted except with the prior written consent of the Landlord and as the Landlord may direct. Only contractors approved in writing by the Landlord may be employed by tenants for making repairs, changes or any improvements to the Leased Premises. Tenants shall not (without the Landlord's prior consent) lay floor coverings other than unaffixed rugs, so that the same shall come into direct contact with the floor of the Leased Premises and, if wall to wall carpeting, linoleum or other similar floor coverings other than the Building standard carpet are desired to be used and such use is approved by the Landlord, and if such floor coverings are placed or to be placed over tile flooring then an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material soluble in water, the use of cement or similar adhesive material being expressly prohibited. Metal cabinets shall be set on a non-corrosive pad wherever the floors are tile.

9. No bicycles, vehicles or animals or birds of any kind shall be brought into or kept in or about the Building or the Leased Premises excepting that those vehicles so authorized by the Landlord may enter and be kept in the Building's parking facilities (if any).

10. No space in the Building shall be used for manufacturing or for lodging, sleeping, residential purposes, or any immoral or illegal purposes. No space shall be used for the storage of merchandise or for the sale of merchandise, goods or property, other than in the ordinary course of business, and no auction sales shall be made by tenants without prior written consent of the Landlord.

11. Tenants shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighbouring buildings or premises or those having business with them whether by the use of any musical instrument, radio, television, talking machine, unmusical noise, whistling, singing or in any other way. Tenants shall not throw anything out of the doors, windows or skylights, if any, or down the passageways, stairs or elevator shafts nor sweep anything into the corridors, hallways or stairs of the Building.

12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by tenants, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Landlord, at its option. Tenants shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Landlord when requested by the Tenant in writing and such keys shall be paid for by the Tenant, and upon termination of the Tenant's Lease, the Tenant shall surrender to the Landlord all keys of the Leased Premises and other part or parts of the Building.

13. The tenants and their agents, servants, contractors, invitees or employees, shall not bring in or take out, position, construct, install or move any safe, business machine or other heavy office equipment without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discretion to prescribe the weight permitted and the position thereof and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or other office equipment or furniture shall be repaired at the expense of the tenant. The moving of all heavy equipment or other office equipment or furniture shall occur only outside of Normal Business Hours or at any other time consented to by the Landlord and the persons employed to move the same in and out of the Building must be acceptable to the Landlord. Safes and other heavy office equipment will be moved through the halls and corridors only upon steel bearing plates. No freight or bulky matter of any description will be received into the Building or carried in the elevators, except during hours approved by the Landlord.

14. Tenants shall not occupy or permit any portion of the Leased Premises to be occupied as an office for a public stenographer or typist, or for the possession, storage, manufacture, or sale of narcotics or drugs.

15. Tenants shall not use the name of the Building or the owner in any advertising without the express consent in writing of the Landlord. The Landlord shall have the right to prohibit any advertising by any tenant which in any way tends to impair the reputation of the Building or its desirability as a building, and upon written notice from the Landlord, tenants shall refrain from or discontinue such advertising.

16. All entrance doors in the Leased Premises shall be left locked when the Leased premises are not in use and occupied.

17. The Landlord shall in no way be responsible to any tenant for loss of property from the Leased Premises, however occurring, or for damage done to the furniture or other effects of any tenant by the Landlord's agents, janitors, cleaners, employees or contractors doing work in the Leased Premises. Tenants shall permit window cleaners to clean the windows of the Leased Premises during Normal Business Hours.

18. The requirements of tenants will be attended to only upon application to the Building manager or such other authorized representative as the Landlord may designate in writing. The Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of the Landlord, from the Building manager or other representatives as aforesaid.

19. Canvassing, soliciting and peddling in the Building are prohibited, and tenants shall co-operate to prevent the same.

20. Any hand trucks, carryalls, or similar appliances used in the Building shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require.

21. Without first obtaining the Landlord's written permission, tenants shall not install, attach, or bring into the Leased premises any equipment (other than normal office equipment such as electric typewriters, calculators, and the like) or any instrument, duct, refrigerator, air conditioner, or any other appliance requiring the use of gas, or water. Any breach of this rule will (after having given the Tenant such notice as may be required pursuant to the Lease, or if none, then such reasonable opportunity as the Landlord may, in its sole discretion think fit, and if after such notice period the Tenant has not complied) entitle the Landlord at the Tenant's expense to enter into the Leased Premises and remove whatever the tenant may have so installed, attached or brought in.

22. The Landlord reserves the right to exclude from the Building outside of Normal Business Hours and during all hours on weekends all persons not authorized by a tenant in writing, by pass, or otherwise, to have access to the Building and the Leased Premises. Each tenant shall be responsible for all persons authorized by him to have access to the Building and shall be liable to the Landlord for all of their acts while in the Building. When security service is in effect, entrance to the Building, deliveries and exits shall be made via designated entrances and the Landlord may require all persons to sign a register on entering and leaving the Building. Any person found in the Building at such times without authorization or a pass will be subject to the surveillance of the employees and agents of the Landlord. The Landlord shall be under no responsibility for failure to enforce this rule.

23. Neither tenants nor their servants, employees, agents, visitors, or licensees shall at any time bring or keep upon the Leased Premises any inflammable, combustible or explosive fluids, chemical or substance, nor do nor permit to be done anything in conflict with any insurance policy which may or might be in force upon the Building or any part thereof or by reason of which any fire insurance premiums may be (or may be liable to be) increased; or with the laws relating to fires, or with the regulations of the Fire Department or the Health Department; or with any of the rules, regulations or ordinances of the City in which the Leased Premises are located, or of any other duly constituted authority.

24. Tenants shall not, without first obtaining the Landlord's prior written approval, install or permit the installation or use of any food, beverage, cigarette, cigar or dispensing machine.

25. Except as may be otherwise approved by the Landlord, no tenant shall occupy or permit to be occupied any portion of the Leased Premises as an employment bureau, or advertise for labourers giving the Leased Premises as an address.

26. No tenant shall, at any time, while in or on any part of the Lands or Building, feed or leave any foodstuffs for any birds or other animals.

27. Each tenant shall keep its Leased Premises free of waste, rubbish and debris at all times and provide proper receptacles in the Leased Premises for waste and rubbish.

28. Each tenant shall be responsible for cleaning at reasonable time intervals any drapes and/or curtains that may be installed in the Leased Premises.

29. No tenant shall place, or permit to be placed, any signs of any nature whatsoever within the Leased Premises where the same can be seen from outside of the Leased Premises, and shall not place, or permit to be placed, any sign of its or any of its employees or permit its employees to place any sign within the Building or parking areas or on or against the Building walls or on the Lands.

30. The Landlord reserves the right to promulgate, rescind, alter or waive the rules or regulations at any time prescribed for the Building when it is necessary, desirable or proper for its best interest and, in the opinion of the Landlord, for the best interests of the tenants.

31. The Landlord will publish from time to time emergency fire regulations and evacuation procedures in consultation with the applicable municipal authorities. The Tenant will, at the Landlord's request, appoint a premises warden (wardens for multifloor users) who will be responsible for liaison with Building management in all emergency matters and who will be responsible for instructing employees of the Tenant in all emergency matters.

32. The Tenant shall inform the Landlord immediately of the occurrence of any waste or damage, disfiguration or injury of the Lands, the Building, the Leased Premises or the fixtures or equipment there in or thereon.

33. The Tenant shall be responsible for cleaning of all interior glass.

34. The Tenant will, at the Landlord's request, appoint a person through whom all security, access, key and parking matters shall be coordinated, and that person shall be responsible to keep track of access cards, codes, keys and parking assignments among the Tenants' staff.

EXHIBIT D

Legal Description of Building

EXHIBIT D

Legal Description of Building

Pid: 008-898-316

Plan # 21483 , Lot 177 , District Lot False Creek , Land District 36