

# LANDLORD'S CONSENT

Xenon Genetics Inc ("Xenon")

In consideration of the installation of equipment by GT Group Telecom Services Corp. ("GT") to enhance telecommunications services of [REDACTED] located at 3650 Gilmore Way, Burnaby B.C. ("Building"), Concert Real Estate Corporation ("Landlord") consents to such installation on the following terms:

- 1.a) GT may install, maintain and operate its telecommunication equipment in accordance with drawings attached;
- b) Premises: POP Room and such other ancillary areas (eg: telephone and electrical closets, building risers, conduit) in the Building and upon the lands as may be reasonably required.
2. GT may carry out all necessary tests to the Premises to satisfy itself that it may use the Premises for its intended purpose and shall repair any damage to the Building caused by GT.
3. All initial and future equipment which shall remain the property of GT, will be installed, operated, maintained and relocated in a good and workerlike manner in accordance with sound engineering practices and all applicable legislation. GT shall obtain and maintain all licenses required to operate the equipment. Upon request from the Landlord, GT shall remove all equipment upon termination of the service to [REDACTED] and GT shall restore the Premises to its original condition, reasonable wear and tear excepted. [REDACTED] its providing service to a subsequent tenant receiving the right to use the Building and remove its equipment to the Landlord.
4. GT shall indemnify the Landlord for any personal injury or property damage caused by GT, its employees or agents and GT will insure against such risks.
5. GT may connect its equipment to the Building's electrical systems and utilities including telephone, fibre and hydro and where applicable, to connect to tenants' electrical grounding system, interior wiring, cabling and the equipment.
6. The Landlord acknowledges that GT may transfer its interest in the equipment and/or the customer service contract to affiliates, principal lenders and purchasers of its assets.
7. The Landlord will be relieved of its obligations to GT under this agreement to the extent such obligations are assumed by the purchaser of the Building.

Dated: Sept 28, 2001  
GT GROUP TELECOM SERVICES CORP.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President and General Manager,  
Western Region

I have authority to bind the corporation  
Mailing Address for Notices:  
Suite #700, 20 Bay Street  
Toronto, Ontario M5J 2N8

Attention:  
Facsimile:

Dated: Sept 26/01  
LANDLORD: CONCERT REAL ESTATE  
CORPORATION

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: CHIEF FINANCIAL OFFICER

I have authority to bind the corporation  
Mailing Address for Notices:  
9<sup>th</sup> Floor - 1190 Hornby Street  
Vancouver B.C. V6Z 2K5

INITIALS  
AN

**SCHEDULE "A"**

**Legal Description**

*Pid: 019-179-758*

*Plan # LMP21978 , Lot 2 , District Lot 71 , Land District 37*

**SCHEDULE "B"**

**Description of Premises**

**SEE ATTACHED DRAWING**

INITIALS  
