

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS-AGREEMENT is made as of the 17 day of August, 2005

BETWEEN:

UNITED KINGDOM BUILDING LIMITED
(the "Owner")

-and-

BELLCANADA
a corporation incorporated under the laws of Canada
(the "Licensee")

PREAMBLE:

- (a) The Owner is the owner of the Multi-Dwelling Unit building municipally described as 409 Granville Street, Vancouver, British Columbia.
- (b) The Owner has agreed to grant to the Licensee a license to install, operate, maintain, repair and replace certain communications equipment in the Owner's building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Owner and the Licensee agree as follows:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions** In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

"Agreement" means this Agreement and the attached Schedules and all subsequent changes, modifications and amendments to this Agreement and the attached Schedules made in accordance with the provisions of this Agreement.

"Building" means the building owned by the Owner and located on the Lands.

"Building Risers" means the electrical, mechanical or communications spaces or other pathways in the Building.

"Business Day" means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in the Province of Alberta are not open for business during normal banking hours.

"Commencement Date" means the date on which the Term commences, as provided in the attached Schedule F.

"CRTC" means the Canadian Radio-television and Telecommunications Commission or its successor.

"Communications Equipment" means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment.

"Connecting Equipment" means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment, as more particularly described in the attached Schedule C.

"Entrance Link" means the core sleeve penetration through the foundation of the Building.

"Equipment Room" means the premises as shown on the floor plan attached to this agreement as Schedule B which premises shall be provided by the Owner to the Licensee for the non-exclusive use of the Licensee.

"GST" means the Goods and Services Tax established under the *Excise Tax Act* (Canada) or a successor tax imposed by the Government of Canada under lawful authority.

"Lands" means the land legally described in the attached Schedule A.

"License Fee" means the annual fee specified in Section 4.1 of the Agreement which is payable by the Licensee to the Owner under this Agreement.

"Licensee's Equipment" means, collectively, the Communications Equipment and the Connecting Equipment.

"MDU" or "Multi-Dwelling Unit" means a building with at least two units and at least one unit occupied by a tenant.

"Notice" means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 12.1 of this Agreement.

"Term" means the continuous period of five (5) years, commencing on the Commencement Date.

"Renewal Term" means the period after the Term for which this Agreement may be renewed and extended as described in Section 3.2 of this Agreement.

1.2 Interpretation For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.
- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- (d) This Agreement shall be interpreted and governed by the laws of the Province of Alberta, and the laws of Canada applicable therein.

1.3 Schedules The following are the Schedules attached to and forming part of this Agreement:

Schedule A-	Legal Description of Lands
Schedule B-	Equipment Room Plan
Schedule C-	Plan for Connecting Equipment
Schedule D-	Building Rules & Regulations
Schedule E-	Building Security Regulations
Schedule F-	Term
Schedule G-	License Fee

ARTICLE 2- LICENSE

- 2.1 License** The Owner grants to the Licensee a non-exclusive license to:
- (a) install, operate, maintain, repair and replace the Communications Equipment in the Equipment Room, at the Licensee's sole expense and risk;
 - (b) install, operate, maintain, repair and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee's customers in the Building; and
 - (c) use the Entrance Link and existing Building wiring, only to the extent that the Owner has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.
- 2.2 Equipment Room** The Owner shall provide the Equipment Room to the Licensee, for the non-exclusive use of the Licensee, which Equipment Room shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building.
- 2.3 Nature of Interest** The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between two parties.
- 2.4 Non-Exclusivity** The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.1 of this Agreement is not exclusive to the Licensee, and that the Owner has the right to grant similar rights and privileges in respect of the Building to other parties.
- 2.5 Rooftop Rights** The Owner shall permit the Licensee to install, operate, maintain, repair, replace and supplement certain of the Equipment on such portion of the rooftop of the Building as mutually agreed between the Owner and the Licensee in writing as to location and method of installation (it being understood that there shall be no roof penetration) for the purposes of providing services to Licensee's customers in the Building. The Licensee shall be remove such Equipment from the rooftop on the expiry or earlier termination of this Agreement and shall repair any damage caused by the installation or removal of such Equipment. The Licensee shall not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.
- 2.6 Sublicense** Subject to the prior written consent of the Owner, the Licensee shall have the right to sublicense a portion of the Equipment Room to an affiliate as described in Section 13.3 for the purpose of permitting such affiliate to provide communications services to its customers in the Building.

ARTICLE 3- TERM

- 3.1 Term** Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, as set out in attached Schedule F.
- 3.2 Option to Renew** Provided that the Licensee is not in default under this Agreement, the Licensee shall have options to renew and extend this Agreement for two (2) consecutive periods of five (5) years each (each of which is a "Renewal Term"), upon the Licensee providing at least six (6) months written notice to the Owner. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be agreed to by the

parties in writing based on the prevailing market rates for similar Equipment Rooms in similar buildings, but in any event the License Fee for any Renewal Term shall not be less than the License Fee paid during the last year of the previous Term. The second Renewal Term shall not contain any further option to renew. Where the parties are unable to agree on the License Fee payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as the case may be, the matter in dispute shall be determined by a single arbitrator appointed under provincial arbitration legislation.

- 3.3 **Overholding** If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or a Renewal Term and the Licensee has not exercised its option to renew pursuant to section 3.2 above, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement.

ARTICLE 4- LICENSE FEE

- 4.1 The Licensee agrees to pay the Owner the License Fee as provided in Schedule G.

ARTICLE 5- USE

- 5.1 **Use of Equipment Room** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair and replacement of the Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building.
- 5.2 **Title** The Owner acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being.

ARTICLE 6- ACCESS AND ELECTRIC UTILITIES

- 6.1 **Access** The Licensee and its authorized representatives shall have access to the Equipment Room on a seven (7) days a week, twenty-four (24) hours per day basis for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment. The Licensee and its authorized representatives further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representatives to access the Equipment Room. The Owner acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. All entry and access to the Equipment Room and the Building, including the Building Risers and rooftop, by the Licensee and its authorized representatives shall be in accordance with the Owner's Building Rules and Regulations, as attached in Schedule D, and Building Security Regulations, as attached in Schedule E.
- 6.2 **Electrical Power** The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. If required by the Owner, the Licensee, at its sole cost and expense, shall install a separate metre to determine the Licensee's electricity consumption and the Licensee agrees to pay for such electricity consumption. The Owner shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use. The Licensee agrees that the Owner has no obligation or responsibility to provide emergency or backup power to the Licensee, unless the parties agree that the Owner will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties.

- 6.3 **Telephone Service** The Licensee, at its sole cost and expense, shall have the right to install a telephone on the Equipment Room if required by the Licensee.
- 6.4 **Nuisance** The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to or impede in any way the operation of the Owner or the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.
- 6.5 **Compliance with Laws** The Licensee, in installing, maintaining, operating, repairing and replacing the Licensee's Equipment in the Equipment Room and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

ARTICLE 7- INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 **Approval of Plans** Prior to the commencement of the installation of the Licensee's Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and submit plans, specifications, and working drawings to the Owner in respect of such installation for the approval, in writing, of the Owner.
- 7.2 **Other Costs** In addition to License Fee, the Licensee agrees to pay the Owner within sixty (60) days of receipt of an invoice from the Owner, the cost for the review of Plans and Working Drawings referred to in Subsection 7.1 *one time reasonable*
- ~~7.3 **Reimbursement** In addition to the License Fee, the Licensee agrees to reimburse the Owner for costs of other services reasonably required in connection with the installation and operation of the Licensee's Equipment.~~ *one time*
- 7.4 **Escort Services** The Licensee agrees to pay the Owner fees for security escorted access to the Building, Building Risers, rooftop or the Equipment Room, within thirty (30) days of receipt of an invoice from the Owner. Such fees shall be charged at a rate in accordance with attached Schedule G and shall not be charged if recovered by the Owner from the tenants or occupants of the building.
- 7.5 **Installation** Upon receipt of the Owner's written approval pursuant to Section 7.1 above, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in accordance with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial, and municipal governmental authorities.
- 7.6 **Cables** The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes with an identification number assigned by the Owner to the Licensee.
- 7.7 **Repairs and Maintenance** The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.
- 7.8 **Liens** The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material or services to the Licensee. Any such liens shall be discharged by the Licensee within ten (10) Business Days at the request of the Owner by payment of sufficient money into Court to obtain removal of such lien, provided that the Licensee shall be entitled to contest, in good faith, any such liens.

ARTICLE 8- INSURANCE AND INDEMNIFICATION

8.1 Insurance The Licensee, at its own expense, shall take out and maintain in force while this agreement is in effect comprehensive general liability insurance with a combined single limit of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate annually, for legal liability for: bodily injury, death and physical damage to tangible property damage including, but not limited to damage and loss to the Building and any property therein as well as for any injury or loss suffered by any of the customers and their employees in the Building and excess "Umbrella" liability coverage of not less than Three Million Dollars (\$3,000,000) per occurrence, and in the aggregate annually. The aforementioned total required insured limit of Five Million Dollars (\$5,000,000) shall be composed of any combination of primary and excess (umbrella) insurance policies. The Licensee's liability insurance required above will contain owners' and contractors' protective coverage, contractual liability coverage, a cross liability and severability of interests clause, and will be written on an occurrence basis. The policy(s) shall name the Owner as an additional insured limited to the extent of the negligence of the Licensee and those over which it is responsible in law.

8.2 Indemnification

- (a) The Licensee will be liable for and will indemnify and save harmless the Owner, its directors, officers, employees and contractors, and those for whom it is responsible in law (collectively, the "Owner Indemnitees") from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any breach by the Licensee of its obligations under this Agreement or any negligent act or omission relating to the Licensee's use and occupation of the Equipment Room, the Building or the Lands under this Agreement, provided that the Licensee will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent or wilful act or omission of any of the Owner Indemnitees.
- (b) The Owner will be liable for and will indemnify and save harmless Licensee, its directors, officers, employees and contractors, and those for whom it is responsible in law (collectively, the "Licensee Indemnitees") from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any breach by the Owner of its obligations under this Agreement or any negligent act or omission relating to the Owner's ownership or management of the Building or the Lands under this Agreement, provided that the Owner will not be required to indemnify the Licensee Indemnitees to the extent any such Losses are caused by any negligent or wilful act or omission of any of the Licensee Indemnitees.

ARTICLE 9- TERMINATION

9.1 Termination by Licensee The Licensee shall have the right to terminate this Agreement upon written notice to the Owner in the event of the occurrence of any of the following:

- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
- (b) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment;
- (c) the Licensee no longer requires the Equipment Room or the Building Risers for the purpose of providing its communications services to customers in the Building;

- (d) the Owner defaults in the observance or performance of any of the Owner's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Owner, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Owner promptly commences such cure with reasonable diligence; or
- (e) the Owner makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to, bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Owner is conclusive evidence of insolvency.

9.2 Termination by the Owner The Owner shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee;
- (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

9.3 Surrender Upon the expiration or earlier termination of this Agreement, the Licensee shall remove the Licensee's Equipment from the Equipment Room, the Building and the Building Risers and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear.

ARTICLE 10- DAMAGE OR DESTRUCTION OF BUILDING

10.1 Right to Terminate In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Owner under this Agreement, the Owner, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Owner elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days' prior written notice to the Owner, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 9.3 of this Agreement. The Licensee shall have no obligation to pay the License Fee or any other amounts under this Agreement during the thirty (30) day notice period, and the portion of the License Fee paid by the Licensee in advance shall be refunded by the Owner to the Licensee on a pro rated basis to the date of damage to the Building.

ARTICLE 11- FORCE MAJEURE

- 11.1 Force Majeure** Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused by, or materially contributed to, force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of god, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be force majeure.

ARTICLE 12- NOTICES

- 12.1 Notices** Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:

- (a) If to the Owner:

United Kingdom Building Limited
Suite 1700-1166 Alberni Street
Vancouver, BC V6E 3Z3

Attention: Property Manager
Facsimile: 604-688-3245
Telephone: 604-689-0603

- (b) If to the Licensee:

Nexacor Realty Management Inc.
10104 – 103rd Avenue
28th Floor
Edmonton, Alberta
T5J 0H8

Fax: (780) 409-6964

With a copy to:

Bell Canada
21st Floor, 111 – 5th Avenue SW
Calgary, Alberta T2P 3Y6

Attn: Senior Legal Counsel
Fax: (403) 410-4019 Tel: 1-888-333-2811

- 12.2 Change of Address** Either party may change its address or particulars for the purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 12.
- 12.3 Receipt** Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day. Where a Notice is sent by registered mail, it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event shall any Notice be sent by mail during any period of interrupted or threatened interruption of postal service.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Entire Agreement** This Agreement cancels, replaces and supercedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.
- 13.2 **Waiver** No failure by either party hereto to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.
- 13.3 **Successors and Assigns** This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Owner, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canadian Business Corporations Act*, upon written notice to the Owner. This Agreement shall be binding upon, and shall enure to, the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.

OWNER: UNITED KINGDOM BUILDING LIMITED

Per: _____
Name: _____
Title: DIRECTOR

Per: _____
Name: _____
Title: _____

I/We have the Authority to bind the Company.

LICENSEE: BELL CANADA

Per: _____
Name: _____
Title: GENERAL MANAGER, LOGISTICS
WESTERN REGION

I/We have the Authority to bind the Company.



SCHEDULE A

LEGAL DESCRIPTION OF LANDS

PARCEL IDENTIFIER: 007-729-740
LOT 1, BLOCK 22, DISTRICT LOT 541, PLAN 15029
NEW WESTMINSTER LAND DISTRICT

SCHEDULE C

PLAN FOR CONNECTING EQUIPMENT

Not Applicable

SCHEDULE D

BUILDING RULES AND REGULATIONS

The Licensee acknowledges that these Building Rules and Regulations have been extracted from the standard tenant lease for the Building. The Owner and Licensee acknowledge that these Building Rules and Regulations are attached hereto as reference to the Licensee with respect to its conduct within the Building as the Licensee and invitee of the Building.

1. **Definition** - In these rules and regulations, "Tenant" includes the employees, servants, agents, invitees, subtenants and licensees of the Tenant and others over whom the Tenant can reasonably be expected to exercise its control.
2. **Common Elements** - The Landlord reserves entire control of the Common Elements and will maintain them in such manner as it deems best for the benefit of the tenants generally. The Landlord reserves the right to restrict and regulate the use of the Common Elements by the Tenant and by persons making deliveries to the Tenant.
3. **Smoking** - Smoking is not permitted in the Common Elements, except as may be otherwise designated. The Landlord shall have the right, in its sole discretion, to determine whether any designated smoking area shall be established, and the size and location of any such area.
4. **Obstructions** - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered or obstructed by the Tenant or be used by it for any purpose other than for entrance to and exit from the Leased Premises.
5. **Deliveries** - The Tenant shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area, or other Common Elements. The Tenant shall ensure that deliveries of materials and supplies to the Leased Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Landlord and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Landlord reserves the right to remove at the expense and risk of the owner any vehicle not using designated "vehicle standing" areas.
6. **Security** - The Landlord may from time to time adopt appropriate systems and procedures for the security and safety of the Building including restricting access during non-business hours and the Tenant shall comply with the Landlord's reasonable requirements relating thereto.
7. **Locks** - No additional locks or bolts of any kind shall be placed by the Tenant upon any of the doors or windows of the Leased Premises, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Landlord at its option. The Tenant 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 at the Tenant's expense. Upon termination of the Lease, the Tenant shall surrender to the Landlord all keys to the Leased Premises and any other parts of the Building together with any parking passes or other devices permitting entry.
8. **Antennae** - The Tenant shall not mount or place an antenna or aerial of any nature on the exterior of the Leased Premises or Building.
9. **Garbage** - The handling and disposal of garbage shall comply with arrangements prescribed by the Landlord from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the Leased Premises and the cost of removal or clearing of quantities in excess of such normally provided service may be charged to the Tenant.

10. **Repairs, Alterations and Improvements** - The Tenant shall carry out repairs, maintenance, alterations and improvements in the Leased Premises only during times agreed to in advance by the Landlord and in a manner which will not interfere with the rights of other tenants in the Building.
11. **Maintenance** - The Tenant shall provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and abutting the Leased Premises whether by shoes, overshoes, any acts or omissions of the Tenant or otherwise.
12. **Installations and Wiring** - The Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Leased Premises and the Building except with the prior written consent of the Landlord and as it may direct. If the Tenant desires electrical or communications connections, the Landlord reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Landlord.
13. **Heating, Air Conditioning and Plumbing Systems** - The Tenant shall not attempt any repairs, alterations or modifications to the heating, air conditioning or plumbing systems without the written consent of the Landlord.
14. **Water Fixtures** - The Tenant shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Tenant shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.
15. **Personal Use of Leased Premises** - The Leased Premises shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under the Lease.
16. **Solicitations** - The Landlord reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.
17. **Heavy Articles** - The Tenant shall not, in the Leased Premises or the Building, bring in, take out, position, construct, install or move anything liable to injure or destroy any part of the Building including, without limiting the generality of the foregoing, any safe, business machinery or other heavy machinery or equipment without the prior written consent of the Landlord. In giving such consent, the Landlord shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Landlord.
18. **Bicycles, Animals** - The Tenant shall not bring any animals, except for guide dogs, into the Building, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Landlord for such purposes.
19. **Furniture and Equipment** - The Tenant shall ensure that furniture, equipment and fixtures being moved into or out of the Leased Premises are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Landlord and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in the Building caused thereby.
20. **Heating/Cooling** - The Tenant shall not use any means of heating or cooling the Leased Premises other than that provided by or specifically otherwise permitted in writing by the Landlord.

21. **Undue Electrical Loads, Heat, Vibration** - No material or equipment which could cause undue loads on electrical circuits, or undue vibration, heat or noise shall be brought into the Building or used therein by or on behalf of the Tenant, and no machinery or tools of any kind shall be affixed to or used in the Leased Premises without the prior written consent of the Landlord.
22. **Fire Regulations** - No Tenant shall do or permit anything to be done in the Leased Premises or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act at variance with the laws relating to fires or with the regulations of the fire department or the board of health. The Tenant shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Landlord.
23. **Flammable Materials** - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Leased Premises.
24. **Food and Beverages** - Only persons approved from time to time by the Landlord may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building, or use the elevators, corridors or other Common Elements for any such purpose. The Tenant shall not permit in the Leased Premises the use of equipment for the preparation, serving, sale, distribution, or dispensing of food and beverages except with the prior written consent of the Landlord and in accordance with arrangements approved by the Landlord.
25. **Notice of Accidents** - The Tenant shall give immediate notice to the Landlord in case of fire or accident in the Leased Premises or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Landlord may have no obligations with respect thereto.
26. **Janitorial Services** - The Tenant shall not use or engage any person or persons other than the janitor or janitorial contractor of the Landlord for the purpose of any cleaning of the Leased Premises, except with the prior written consent of the Landlord.
27. **Dangerous or Immoral Activities** - The Tenant shall not make any use of the Leased Premises which could result in risk or injury to any person, nor shall the Leased Premises be used for any immoral or criminal purpose.
28. **Proper Conduct** - The Tenant shall not perform any acts or carry on any practice which may damage the Common Elements or be a nuisance to any other tenant in the Project.
29. **Additional Rules and Regulations** - The Landlord shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Project, and for the preservation of good order therein.

SCHEDULE E

BUILDING SECURITY REGULATIONS

The Licensee shall ensure that the doors of the Equipment Room are closed and locked before the Licensee or the Licensee's employees leave the Equipment Room, so as to prevent waste or damage, and for any default or carelessness in this regard the Licensee shall make good all injuries sustained by the Owner or other tenants or occupants of the Building as a direct result of the Licensee's use of the Building, or those for whom the Licensee is at law responsible.

The Licensee shall keep the doors to the Equipment Room corridors closed and locked at all times when not in use.

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any licensee, nor shall any changes be made in existing locks or the mechanism thereof. Lock cylinders and keys shall be changed by the Owner at the Licensee's expense upon receipt of written request from the Licensee.

The Licensee must, upon the expiration or sooner termination of this Agreement, return to the Owner all keys and/or access cards either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished, the Licensee shall pay to the Owner the cost of replacement keys.

Building janitors and contract cleaners will be provided with a passkey to offices in the Building.

SCHEDULE F

TERM

The Term of this License is for five (5) years commencing on the Commencement Date.

Commencement Date is March 16, 2004.

SCHEDULE G

LICENSE FEE

The Equipment Room contains approximately 120 square feet.

The Licensee shall pay to the Owner an annual License Fee in the amount of Three Thousand (\$3,000.00) Dollars, excluding GST. The License Fee for the initial term as set forth in Schedule F shall be payable in advance on the Commencement Date.

The Licensee shall pay GST as applicable on the License Fee, which GST shall be paid at the time the License Fee is payable. The Owner's GST registration number is 127034734 RT0003.

ESCORT FEE

The Licensee agrees to pay for escort services required in connection to access to non-exclusive areas within the building at a rate of Twenty-Five (\$25.00) Dollars per Hour excluding GST, minimum one (1) Hour per occurrence.