

LANDLORD CONSENT TO BELL CANADA – EARLY ACCESS

SHAUGHNESSY GOLF & COUNTRY CLUB (“Landlord”) and **BELL CANADA** (“BC”), individually referred to as the “Party” and collectively as the “Parties” are hereby affirming their intention to complete a final agreement whereby the Landlord has agreed in principle to grant BC a Licence for the space required to install their telecom equipment to enhance or provide new telecommunication services for the tenants located at **4300 S.W. Marine Drive, Vancouver, BC** (“Building”). An agreement is currently being finalised, between the Parties and Landlord hereby grants consent to BC to have access to the Building in order to expedite their project planning, design and installation as required for that purpose. The general terms and conditions agreed in principle are:

1. Term – **three (3) months**, commencing on **July 1st, 2005** and terminating on **October 15th, 2005**;
2. The required space (“Premises”) consists of **150** square feet of BC telecommunication equipment, which BC will operate and maintain. The Premises may include a 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;
3. If requested by BC in connection with its use of the Equipment Room and the Building Risers, the Landlord shall permit BC to install, operate, maintain, repair and replace certain of BC’s Equipment on such portion of the rooftop of the Building as mutually agreed between the Landlord and BC in writing.
4. BC 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 BC;
5. All initial and future equipment which shall remain the property of BC, will be installed, operated, maintained and relocated in a good and workerlike manner in accordance with sound engineering practices and all applicable legislation. BC shall obtain and maintain all licenses required to operate the equipment. Upon request from the Landlord, BC shall remove all equipment upon termination of the service to the last of the tenants of the Building receiving service from BC and BC shall restore the premises to its original condition, reasonable wear and tear excepted. BC may leave its equipment within the Building if the tenants vacate with the view to providing service to a subsequent tenant reserving the right to enter the Building and remove its equipment on notice to the Landlord;
6. BC shall indemnify the Landlord for any bodily injury or physical damage to property limited to the extent of BC’s negligence or the negligence of those for who it is responsible at law , and excluding all indirect and consequential damages whatsoever.
7. BC 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. BC will pay for its own electrical consumption annually in arrears. BC warrants that its annual consumption will not exceed \$ **n/a** per annum and will provide consumption data to Landlord each year. Such payment by BC shall be subject to escalation as reasonably determined by Landlord; and
8. The Landlord acknowledges that BC may transfer its interest in the equipment and/or the customer service contract to affiliates, associates as defined in the CBCA (Canadian Business Corporation Act), principal lenders and purchasers of its assets.

Bell Canada :

Landlord:

Name and Title:
Signature and Date:

I have the authority to bind the Corporation.

I have the authority to bind the Corporation.

Address and
Contact
Information
Attention:
Tel/Fax