

LICENSE

THIS LICENSE dated for reference **<INSERT DATE>**.

Between:

<INSERT LICENSOR NAME>
<INSERT LICENSOR ADDRESS>

(hereinafter called the "Licensor")

And:

<INSERT TELCO NAME>
<INSERT TELCO ADDRESS>

(hereinafter called the "Licensee")

WHEREAS the Licensor is the owner of, or has the right to occupy and grant licenses to occupy portions of, the building situated **<INSERT BUILDING ADDRESS>**, in the Province of British Columbia, known and described as:

<INSERT LEGAL DESCRIPTION>

(hereinafter called the "Premises")

AND WHEREAS the Licensee is desirous of erecting dishes, antennas, telecommunications cable, electrical wiring and accessories used therewith [*IF APPLICABLE, including a **<INSERT SQUARE FOOTAGE>** square foot shelter,*] (hereinafter individually and collectively called the "Equipment") as more fully set out in Schedule "A" attached hereto upon the roof of the Premises for the purpose of operating a telecommunications facility.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises, covenants and agreements hereinafter contained, the parties hereto covenant and agree as follows:

1. Grant of License

1.1 The Licensor grants to the Licensee a non-exclusive license to locate, install, remove, replace, relocate, maintain, supplement and operate the Equipment in the areas designated in the plans and specifications and forming part of this License (hereinafter called the "Designated Areas"), being part of the roof area of the Premises.

2. Term

2.1 The term (the "Term") of this License shall be Years commencing on the **<INSERT COMMENCEMENT DATE>** (the "Commencement Date") and terminating on the **<INSERT TERMINATION DATE>**.

3. License Fee

3.1 The Licensee will pay to the Licensor, subject to the provisions of this License, an annual fee (the "License Fee") plus harmonized sales tax ("HST"), which License Fee shall be payable in advance for the first year of the Term on the Commencement Date, and shall be payable in

advance for each subsequent year of the Term on each subsequent anniversary of the Commencement Date. **[IF APPLICABLE: The Licensor is a HST registrant (HST Registration No. <INSERT HST NUMBER>) pursuant to the Excise Tax Act.]**

3.2 The License Fee payable on the Commencement Date for the first year of the Term will be \$<INSERT LICENSE FEE> plus HST as aforesaid. Thereafter, on each and every anniversary of the Commencement Date, the License Fee shall be increased by the greater of:

3.2.1 Five Percent (5%); or

3.2.2 The annual increase of the Consumer Price Index (CPI) for the Province of British Columbia for All Items, as prepared from time to time by Statistics Canada or a successor organization. The CPI will be deemed to be the amount determined in accordance with the following formula:

- CPI_2 divided by CPI_1 times the previous year's License Fee = the new year's License Fee, where CPI_2 is the CPI for the most recently published annual period; and CPI_1 is the CPI for the annual period ending one (1) year prior to the annual period used for CPI_2

3.3 The parties expressly acknowledge and agree that the Licence Fee set out above is based upon the type and quantity of service currently expected to be provided by the Equipment. Changes in the type and quantity of service provided by the Equipment may increase the value of the telecommunications facility. To the degree that such changes in type and quantity of service are material, the Licensor and the Licensee understand and mutually agree that such an increase in the expected value of the Equipment may be reflected in an adjustment of the Licence Fee. Such an adjustment may be defined at the time at which the Licensee seeks the Licensor's approval for modifications to the Equipment.

3.4 In addition to the License Fee described above, the Licensee will pay annually in advance for the cost of electrical power required by the Licensee for the operation of the Equipment, currently estimated at \$420.00 per year based on a maximum power consumption rate of 4,200 KWH per year at a cost of \$0.10 per KWH, and subject to adjustment in the event that the Licensee's electrical consumption (as reasonably estimated by the Licensor) exceeds 4,200 KWH per year or the cost of electricity exceeds \$0.10 per KWH. Each such annual payment for electrical power consumption shall be made at the same time, and in the same manner, as payments on account of the License Fee. The Licensor has no obligation or responsibility to provide emergency or "backup" power to the Licensee and the Licensee acknowledges that any such provision of emergency or "backup" power shall be the sole responsibility of the Licensee.

4. Construction

4.1 Prior to the commencement of any work, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications detailing the location and size of the Licensee's Equipment, Designated Areas, rooftop space, and cable pathway all specifically describing the proposed construction and work. No work shall commence until the Licensor has approved in writing, all construction plans, which approval shall not be unreasonably withheld or unduly delayed. In no event shall the Licensor's approval of such plans be deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Premises or that the Licensee's plans comply with applicable law, rules or regulations, such responsibility remains solely with Licensee.

4.2 The Licensee acknowledges and agrees that the structural integrity and the load bearing capability of the roof of the Premises, the moisture resistance of the building membrane, and the ability of the Licensor to use all the parts of the roof of the Premises are of critical importance to

the Licensor. The Licensee, therefore, agrees to pay for a third party consultant retained by the Licensor, to review the plans and installation of the Equipment and shelter to ensure these conditions are protected and that the actual installation of the Equipment are in accordance with the specifications in the plans.

- 4.3 The Licensee agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner strictly in accordance with the plans and specifications approved by the Licensor, using generally accepted construction standards, and consistent with such reasonable requirements as shall be imposed by the Licensor. The Licensee shall, at its sole cost and expense, repair or refinish any surface of the Premises that is damaged by or during the installation of the Licensee's Equipment or which is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors or invitees. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall forthwith reimburse the Licensor of all costs and expenses incurred in such repair and refinishing.
- 4.4 The Licensee shall label all the Licensee's equipment with the name of the Licensee and each cable placed in the telecommunications pathway, in each telephone closet through which said cables pass, with identification information including, but not limited to, name of the Licensee, floor where cable originates and floor where cable terminates and any other information as may be required by the Licensor. If the Licensee fails to label, in accordance with the foregoing, then the Licensor shall be entitled to retain the services of a reputable third party contractor to conduct such labelling, and the costs of same shall be paid for by the Licensee forthwith upon receipt of the invoice from the Licensor therefor.
- 4.5 The Licensee shall obtain, at its sole cost and expense, prior to construction and work, all necessary municipal permits and licenses and approvals, copies of which shall be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable safety standards, as amended, supplemented or modified from time to time, of any governing body with jurisdiction over the Licensee's operation. The Licensee shall prominently label any equipment with appropriate safety warnings when human exposure to radio frequency radiation may exceed the safety standards referred to in this paragraph.
- 4.6 The Licensee shall not during construction or otherwise, in the Licensor's sole and reasonable judgment, block access to or in any way obstruct, interfere with or hinder the use of the sidewalks around the Premises or any entranceways hereto. If such conditions shall occur, the Licensee must take corrective action as promptly feasible, but in no event more than twenty-four (24) hours following notice by the Licensor of such condition.
- 4.7 The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this paragraph shall survive termination of this License. All liens shall be removed within five (5) days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will reimburse the Licensor for the amount so paid plus an administration fee equal to 15% of such cost forthwith.
- 4.8 The Licensee will be required to provide to the Licensor as-built drawings prepared by a professional engineer and in whatever format the Licensor reasonably requires, depicting the Licensee's Equipment, its locations, its method of installation, and any other actual on-site conditions reasonably required by the Licensor. Such as-built drawings will be required to be updated and revised from time to time should any changes occur to the Designated Areas or the Licensee's Equipment. The as-built drawings will be provided in each case no later than twenty-one (21) days after the Licensor's written request. Any fees or other costs incurred by the

Licensor in reviewing such as-built drawings will be paid by the Licensee. In addition to the foregoing, the Licensee shall be obliged to provide, at all times and from time to time, a current wiring map showing all wiring locations and networks within the Premises owned or used by the Licensee.

- 4.9 The Licensee shall have the right to modify and amend the Equipment from time to time, with the express written consent of the Licensor and in accordance with the provisions of this Part 4 (including but not limited to delivery to the Licensor of revised working drawings, plans and specifications with the changes clearly identified). However, the parties recognise that, any changes to the Equipment that materially increase the value of the Equipment, the amount of equipment installed by the Licensee, or the amount of space used by the Licensee, such consent may be withheld pending agreement upon the terms of modifications to the Licence Fee.
- 4.10 The Licensee shall ensure that the installation, maintenance, and operation of the Licensee's Equipment shall not interfere with the operation of communications devices by the Licensor or by any other tenants, lessees, licensees or other occupants of the Premises.
- 4.11 The Licensor makes no warranty or representation that the Designated Areas or any other part of the Premises (including but not limited to the roof top thereof) are suitable for the Licensee's use, and the Licensor accepts no responsibility if they are not suitable. The Licensee is deemed to have satisfied itself in all respects including completing comprehensive site inspections of the Premises, and accepts the same "as is". The Licensor is under no obligation to perform any work or provide any materials to prepare the Designated Areas or any other part of the Premises for the Licensee.

5. Access

- 5.1 The Licensor agrees that the Licensee's authorized representatives shall have access to the Designated Areas on the roof at all times, for the purpose of installing, maintaining, operating and repairing the Licensee's Equipment including non-exclusive use of the elevator (if any). It is agreed, however, that only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Designated Areas, and only upon conditions set forth herein. The Licensee further agrees to keep to a minimum the number of personnel visiting the Premises and the frequency of visits.
- 5.2 Except in the event of an emergency, the Licensee agrees to give at least twenty-four (24) hours notice to the Licensor of its intent to enter the Premises. At the time that such notice is given, the Licensee shall inform the Licensor of the name(s) of the person(s) who will be accessing the Premises, the reasons for entry and the expected duration of the work to be performed. Any person who accesses the Premises on the Licensee's behalf may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose, and the reasonable cost of providing this form of accompaniment will be paid by the Licensee to the Licensor. In the event of an emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Premises and, within twenty-four (24) hours following such entry, shall provide to the Licensor a written report detailing the nature of such emergency, and the corrective actions taken.

6. Licensee's Covenants

- 6.1 The Licensee covenants and agrees that at all times throughout the Term and any period of overholding, the Licensee:
 - 6.1.1 will locate the Equipment only in the Designated Areas, or such other areas as may be mutually agreed to by the parties hereto;

- 6.1.2 will keep and maintain the Equipment in proper operating condition and in good repair and will cause the same to be inspected by the Building Inspector of the municipality in which the Premises are located, or by a qualified Professional Engineer as may be required, and will comply with the directions of said Inspector or said Engineer and will at any time during the Term, upon the reasonable request of the Licensor, cause the Equipment to be inspected with 48 hours notice, and if at any time the Equipment is found to be in a dangerous or unsafe condition, then the Licensee will promptly place the Equipment in a safe condition as certified by the Inspector or Engineer aforesaid, failing which the Licensee will discontinue using such Equipment and will forthwith remove the same from the Premises;
- 6.1.3 will observe, conform to and abide by all laws, regulations, rules and requirements now existing or hereafter made by any government authority, municipality, provincial, federal or otherwise, with respect to the installation, management, operation, conduct, control or condition of the Equipment;
- 6.1.4 will comply with Canadian Radio-Television and Telecommunications Commission (CRTC), Industry Canada, Workers Compensation Board and Health Canada's Safety Code 6 rules and regulations relating to radio frequency emission levels and maximum permissible exposure. The Licensee shall reimburse the Licensor for a radio frequency emission survey to ensure that the roof top of the Premises is in compliance with all applicable rules and regulations ("Rooftop Survey"), and if the Licensee's Equipment directly or indirectly causes the Premises to not be in compliance with such rules and regulations, promptly remedy any such non-compliance in accordance with the Licensor's directions and at the Licensee's sole cost and expense. If the Licensee makes any changes to the Equipment, the Licensor may, at its option, obtain that a new Rooftop Survey be conducted at the Licensee's sole cost. In addition to the foregoing, if requested by the Licensor, the Licensee will provide information to the tenants, lessees, licensees or other occupants of the Premises regarding the safety of the Licensee's Equipment and addressing any concerns of such occupants regarding health risks or exposure issues related to such Equipment;
- 6.1.5 will be responsible for all installation, maintenance and dismantling costs relating to the Equipment and will carry out all such work so as not to interfere with or cause damage to the Premises, the Licensor or other tenants, lessees, licensees or other occupants of the Premises;
- 6.1.6 will at the Licensee's sole cost and expense temporarily remove the Equipment or relocate the same to an alternate portion of the Premises, as required by the Licensor, for re-roofing or performance of any other necessary repairs to the roof or other portions of the Premises where such removal or relocation of the Equipment is reasonably required, with a minimum of 60 days prior written notice provided to the Licensee, and after completion of such re-roofing or other repairs, to return the Equipment to its original location at the Licensee's sole cost and expense;
- 6.1.7 will not post, place or maintain any signs anywhere upon the roof of the Premises or the Equipment; and
- 6.1.8 will remove the Equipment and any other property of the Licensee from the Premises upon expiration of the Term or upon termination of this License (if terminated earlier). Any property of the Licensee not so removed within ten (10) days after the expiration or termination may at the Licensor's sole option (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay the costs of storage), or (ii) become the property of the Licensor without compensation to the Licensee. In addition, the

Licensee, at its sole cost and expense, shall fully repair to the Licensor's satisfaction, acting reasonably, all damage caused by the installation, operation or removal of the Licensee's Equipment, and will restore the Designated Areas and any other affected portions of the Premises to their original condition prior to installation of the Equipment. If the Licensee fails to fully repair to the Licensor's satisfaction acting reasonably, any such damage, the Licensor may, in its sole discretion, repair such damage, and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with the foregoing.

7. Taxes, etc.

7.1 The Licensee covenants to pay all taxes and fees or rates assessed in respect of the Equipment and the Licensee's use and occupation of the Designated Areas, but shall not otherwise be obligated to pay or indemnify the Licensor for taxes or rates assessed against the Premises.

8. State of Repair

8.1 The Licensor may at any time enter and view the state of repair of the Designated Areas and the Equipment, but shall not disconnect, rearrange or interfere with the Equipment placed thereon except in the case of an emergency and the Licensor will notify the Licensee of any action taken in the case of an emergency.

9. Release by Licensee

9.1 The Licensee hereby releases the Licensor from all claims of the Licensee for loss, damage or injury of any nature whatsoever or howsoever caused to any person or property at any time during or after the Term arising from the installation, management, or maintenance or control by the Licensee of the Equipment, whether or not such loss, damage or injury is caused by or arises out of the negligence or wilful act or omission of the Licensor, its employees or agents.

10. Insurance

10.1 Unless otherwise agreed with the Licensor, the Licensee shall maintain in force, at its expense, during the Term of renewal or extension thereof in form and content satisfactory to the Licensor, acting reasonably:

10.1.1 a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensor, acting reasonably insuring the Licensee and, as additional named insureds, the Licensor, the owner(s), and any additional parties that the Licensor, acting reasonably, may designate by written notice (herein the "Released Persons"), with a combined single limit of not less than Ten Million Dollars (\$10,000,000.00) for injury, death and property damage including damage or loss to the Premises and any property of the Released Persons and for injury or death of the Released Persons as well as for any injury or loss suffered by any of the tenants, lessees, licensees or other occupants of the Premises;

10.1.2 automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000.00);

10.1.3 contingent employers' liability insurance;

10.1.4 legal liability insurance covering liability for damage to property in its care custody and control, in such reasonable amounts as the Licensor requires, acting reasonably; and

- 10.1.5 all risks property insurance on the Licensee's Equipment on a full replacement cost basis with a waiver of subrogation against the Licensor.
- 10.2 The Licensee's liability insurance will contain owners' and contractors' protective coverage, contractual liability coverage including coverage for the Licensee's indemnity obligations under this License, a cross liability and severability of interests clause; will be written on an occurrence basis, and will provide protection against economic and consequential loss. The Licensee's insurance shall contain provisions providing that the insurance shall be primary insurance with any other insurance maintained by the Licensor, or the owner(s) being excess and non-contributing with the insurance of the Licensee. Each of the Licensee's liability insurance policies will be endorsed to require at least thirty (30) days prior written notice of any material change, expiration, or cancellation of the policy to be given to the Licensor.
- 10.3 The Licensee will provide to the Licensor before entering on any part of the Premises for the purpose of installation or operation of any of the Licensee's Equipment insurance certificates in a form, detail, and content satisfactory to the Licensor confirming that the coverages and policies required to be maintained by the Licensee as provided above, are in full force and effect. On each anniversary of the Commencement Date the Licensee will provide to the Licensor updated and current certificates satisfying the requirements stipulated above.
- 10.4 All contractors, and subcontractors of the Licensee will be required to maintain builder's risks all risks, contractor's liability insurance, (including completed operations coverage), and such other insurance as may be required by the Licensor, acting reasonably; in such amounts; in such forms, and issued by such insurers, as are approved by the Licensor, acting reasonably.
- 10.5 The Licensee shall not do, permit to be done, or omit to do anything within the Premises that shall cause or have the effect of causing the cost of insurance for the Premises or any part of the Premises to be increased, whether such insurance has been taken out by the Licensor, the owner(s) or by any other tenant or occupant of the Premises. If the insurance rate is thereby increased, the Licensee shall forthwith pay to the Licensor the amount of the increased premium.
- 10.6 None of the Released Persons will be responsible to the Licensee and the Licensee releases the Released Persons in respect of all liability in connection with loss of business, property damage, damages, or other matters related to the negligence, acts, omissions, or duties of the Released Persons in connection with this License, the Licensee's Equipment, the Designated Areas, or the Premises; any aspect of the Premises, facilities within the Premises, or the respective operations of the Licensee or the Released Persons. However, to the extent a Released Person, is grossly negligent or deliberately and wilfully causes damage to the Licensee or its property, such Released Person will not be released from liability.
- 10.7 The Licensee shall exercise due care to avoid any action that may cause damage to any part of the Premises or the tenants, lessees, licensees or other occupants thereof. The Licensee shall indemnify, and hold each of the Released Persons harmless from and against any claims, losses, costs, damages and expenses of whatever kind arising directly or indirectly from: (i) the construction, installation, operation, damage to or loss of, maintenance, repair, or removal of the Licensee's Equipment, (ii) this License, or (iii) any breach of this License by the Licensee, and this indemnity includes but is not limited to any claims or demands made by any customers of the Licensee or users of the Licensee's Equipment, reasonable legal fees and court costs and all consequential damages, including contractual, relational or pure economic loss. However, to the extent loss, damage, cost or expense is a direct result of the negligence or wilful misconduct of a Released Person, such Released Person will not be indemnified by the Licensee. The provisions of this paragraph shall survive termination of this License.

11. Interference

- 11.1 Upon notice to the Licensee by the Licensor that the Licensee's Equipment is interfering with the use and enjoyment of the Premises by the Licensor, tenants, lessees, occupants or other licensees, the Licensee shall immediately co-operate with the Licensor to identify the source of the interference and shall within forty-eight (48) hours after the Licensor's notice, cease all operations (except for testing as approved by the Licensor, acting reasonably), until the interference has been corrected to the satisfaction of the Licensor, acting reasonably, unless the Licensee establishes prior to the expiration of the forty-eight (48) hour period that the interference is not caused by the Licensee's Equipment. The Licensee will be responsible for all costs associated with any tests which the Licensor, acting reasonably, considers necessary to resolve interference. If the interference has not been corrected within five (5) days after notice to the Licensee of its occurrence, the Licensor may, without waiving its other remedies, require the Licensee to remove specific items from the Licensee's Equipment causing the interference.
- 11.2 If the equipment of any telecommunications service provider, or of any tenant or occupant of the Premises (a "Third Party") interferes with the operation of the Licensee's Equipment, the Licensee will co-operate with the Third Party and the Licensor will make reasonable efforts, at the expense of the Licensee, to require the Third Party to co-operate with the Licensee to resolve the interference in a mutually acceptable manner. If co-operation fails to resolve the matter the Licensee may enjoin the interference by legal action against the Third Party but without the involvement or participation of the Licensor. The Licensee's sole remedy with respect to the Licensor in the event of unresolved interference by a Third Party will be to terminate this License on thirty (30) days' written notice, without further liability to the Licensor if the Licensee is not in default. The Licensor will not have any liability or responsibility for any interference with the Licensee's operations by Third Parties.
- 11.3 If a situation ("an Emergency Situation") occurs in which an immediate threat is posed to the health and safety of occupants of the Premises or to the Premises itself or there is a disruption or outage in services to occupants of the Premises, and the Licensor, acting reasonably determines it to be attributable to the Licensee's Equipment, then, upon written or verbal notice, the Licensee shall remedy the situation immediately. If the Licensee fails to remedy the Emergency Situation or if the Licensor determines that the Licensee's response time is not adequate, then the Licensor may remedy the Emergency Situation at the Licensee's sole expense and this may include interruption of the power supply to the Licensee's Equipment.
- 11.4 The Licensee shall not allow any excessive or objectionable levels of noise as determined by the Licensor, acting reasonably to be generated by the Licensee's Equipment.

12. Termination

- 12.1 This License may be terminated as follows:
- 12.1.1 by either party at any time upon three hundred and sixty five (365) days written notice;
- 12.1.2 by the Licensor if:
- 12.1.2.1 the Licensee is in default in the payment of the License Fee or any part of it or if the Licensee does not fulfil any of its covenants in this License and the Licensor has given notice in writing to the Licensee requiring the Licensee to remedy the default within thirty (30) days from the date of the notice and the Licensee fails to remedy the default; or

- 12.1.2.2 the operation of the Equipment in any way causes interference which is not remedied by the Licensee in the manner and within the time periods set out above;
 - 12.1.2.3 the Licensee fail to remove any hazardous substance(s) installed, brought upon, created within or released from the Premises by or on behalf of the Licensee within forty-eight (48) hours written notice of such condition by the Licensor to the Licensee;
 - 12.1.2.4 the Licensee becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the 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 the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee, or the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation;
 - 12.1.2.5 the ceasing of the Licensee to carry on business in the ordinary course, and/or the revocation of the Licensee's permission to provide telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services; or
 - 12.1.2.6 the Licensee being in default in the observance or performance of any of the Licensee's other obligations under this License and the default continuing for more than ten (10) days, (or 72 hours in the case of a failure to insure) after written notification of the default by the Licensor to the Licensee.
- 12.1.3 in addition to the foregoing, by the Licensor upon not less than 180 days prior written notice to the Licensee if:
- 12.1.3.1 the Premises have been destroyed, or damaged to such an extent that it is not feasible to repair it within ninety (90) days after the damage, as determined by the Licensor, acting reasonably;
 - 12.1.3.2 the Premises has been expropriated in whole or in part by a lawful authority and it is not feasible to continue to use the Premises or a substantial part of the Premises as determined by the Licensor, acting reasonably; or
 - 12.1.3.3 the Licensor wishes to demolish, redevelop, or otherwise materially alter the Premises to such extent that the Premises can no longer be used by the Licensee for telecommunications purposes.
- 12.1.4 by the Licensee if:
- 12.1.4.1 the Licensee fails to obtain and secure all necessary consents, approvals, permits and authorizations of Industry Canada, the Department of Transport or of the municipality or other local authority where the Premises are situate and other governmental authorities having jurisdiction with respect to the construction, operation, and use of the Equipment;
 - 12.1.4.2 any building, structure, trees or other works of any nature or kind whatsoever, interferes in any manner with the transmission, emission or reception of signals from or to the Equipment, or if the operation of the

Equipment, in the opinion of the Licensee, should be or become commercially or technologically impractical, or if the operation of the Equipment should be or become impossible by reason of government decision, law, bylaw or regulation or because of damage to or destruction of the Equipment and the Premises; or

- 12.1.4.3 the structure of the Premises is or becomes unsatisfactory, as determined by the Licensee's sole discretion, to accommodate the Equipment;

provided that in such event there shall be no adjustment of the License Fee paid to the Licensor for that year.

13. Hazardous Substances

- 13.1 The Licensee shall not install, bring upon, or create within or release from any hazardous substances in or on the Premises. In the event that any hazardous substances are installed, brought upon, created within or released from the Premises by or on behalf of the Licensee, the Licensee shall cause the removal of same within twenty-four (24) hours of the Licensor's demand and shall indemnify and hold the Licensor harmless from any claim, loss, cost damage, or expense resulting from such hazardous substances or from the Licensor's removal thereof. Without limiting the generality of the foregoing, the Licensee shall indemnify and hold the Licensee and the owner(s) harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation, location, creation or release of any hazardous substance in the Premises, including any and all costs incurred in remedying such a breach. The Licensee shall, at its own cost and expense, at all times comply with all applicable laws and regulations from time to time in force relating to the Licensee's use of the Premises as set out in this License, and the protection of the environment generally.
- 13.2 The Licensee is not responsible for any hazardous substance, including asbestos, pre-existing within the Premises and undisturbed by the Licensee.
- 13.3 As used in this License, "hazardous substance" means and includes any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Premises are located or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyls, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

14. Holding Over

- 14.1 If the Licensee holds over after the expiration of the Term there shall be no tacit renewal of the Term, but the Licensee may, upon the written consent of the Licensor, continue such holding over on a month to month basis, subject in all other respects to the terms and conditions of this Agreement applicable on the date of expiration of the Term, including payment of a prorated monthly License Fee calculated at two (2) times the amount of the Licence Fee prevailing immediately prior to the expiry of the Term, payable in advance on the first day of each and every month during such period of holding over.

15. Equipment Property of Licensee

- 15.1 The Equipment shall at all times remain the property of the Licensee notwithstanding that such items may be annexed or affixed to the Premises and shall at any time and from time to time be removable in whole or in part by the Licensee, provided that the provisions of this License

regarding removal of the Licensee's property and restoration of the Premises are fully complied with by the Licensee.

16. Assignment

- 16.1 The Licensee shall not assign this Agreement without the prior written consent of the Licensor, which consent shall not unreasonably be withheld. An assignment of this License does not relieve the Licensee of its obligations hereunder.
- 16.2 The Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this License to any third party telecommunication provider or other communication service provider without the prior written consent of the Licensor, which consent may be withheld by the Licensor in its sole discretion.
- 16.3 For the purposes of the restrictions set out above, any corporate change of control, change in partnership, or other dealing with the issued shares of, assets, partnership interests in, or other aspect of the Licensee or its assets which has the result of changing the effective control of the Licensee will be considered as an assignment in respect of which the Licensor's consent is required in advance in writing. This does not apply, however, if the Licensee is a company with its shares listed on a recognized stock exchange in Canada or the United States of America nor does it apply if the Licensee is a subsidiary of such a company and the effective change of control occurs by virtue of dealings with the shares of the parent company.

17. Additional Licensees

- 17.1 To assist all parties in interference management, the Licensor shall use reasonable commercial efforts advise the Licensee of any new telecommunications equipment installation on the Premises, the date of the installation and the contact name of the new licensee.

18. Notice

- 18.1 Every notice, request, demand or direction (a "Notice") to be given pursuant to this Agreement by any party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any government post office in British Columbia or by telex, telegram, cable, facsimile or other similar form of written communication addressed as applicable as follows:

If to the Licensor at:

 Attention: _____
 Telecopier: _____

If to the Licensee at:

 Attention: _____
 Telecopier: _____

or to such other address in British Columbia as is specified by the particular party by Notice to the other.

- 18.2 Any Notice delivered or sent in accordance with Section 18 will be deemed to have been given and received:
- 18.2.1 if delivered, on the day of delivery;
 - 18.2.2 if mailed, on the earlier of the day of receipt and the 4th business day after the day of mailing; or
 - 18.2.3 if sent by telex, telegram, cable, facsimile or other similar form of written communication, on the first business day following the day of transmittal.
- 18.3 If a Notice is sent by mail and mail service is interrupted between the point of mailing and the destination by strike or slowdown within four (4) days before or after the time of mailing, the Notice will not be deemed to be received until actually received, and the party sending the Notice will use any other service which has not been so interrupted or will deliver the Notice in order to ensure prompt receipt.

19. Intent and Interpretation

- 19.1 The waiver by a party of any breach of any term, covenant or condition shall not be deemed to be a waiver of the term, covenant, or condition for any subsequent breach or of any other term, covenant or condition.
- 19.2 The Licensee accepts this License subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises or the lands upon which the Premises are located and to any renewals, modifications, consolidation, refinancing, and extensions thereof. This provision is self-operative and no further document shall be required to effect the subordination of this License.
- 19.3 If any part of, or any provision of this License or any other agreement, document or writing given pursuant to or in connection with this License is invalid or unenforceable under applicable law, the part shall be ineffective to the extent of the invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible to them.
- 19.4 The construction, interpretation and performance of this License shall be in accordance with the laws of the Province in which the Premises are located and the laws of Canada applicable therein. The exclusive venue for any application or court action brought in respect of this License shall lie with the courts of the Province in which the Premises are located, and the parties hereto exclusively attorn to the jurisdiction of such courts.
- 19.5 Any obligation of the parties relating to monies owed, as well as those provisions relating to limitation on liability, indemnity, and actions, shall survive termination or expiration of this License.
- 19.6 This License creates a non-exclusive license only and the Licensee acknowledges that the Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Premises or any portion or portions thereof by virtue of this Agreement or the Licensee's use of the Premises or the Designated Areas. The relationship between the Licensor and the Licensee shall not be deemed to be a "landlord-tenant" relationship and the Licensee shall not be entitled to avail itself of any rights afforded by law to tenants. No partnership, joint venture or any agency relationship is created or intended to be created between the Licensor and the Licensee. The only relationship between them is that of independent contractors.
- 19.7 The obligations of the Licensor under this License shall no longer be binding upon the Licensor if the Licensor sells, assigns or otherwise transfers its interest in the Premises as owner or lessor (or be binding upon any subsequent Licensor or owner after the sale, assignment or transfer by

such subsequent licensor) to the extent the transferee agrees to assume the Licensor's obligations. A lease of the entire Premises shall be deemed a transfer within the meaning of this paragraph. The liability of each party that signs this License as Licensor, is several and not joint, or joint and several, and is limited to the interest of such party from time to time in the Premises.

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

19.9 Time shall of the essence hereof and no extension or variation of this License shall operate as a waiver of this provision.

19.10 The Licensee will provide to the Licensor from time to time, within ten (10) days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this License is in good standing, confirming the License Fee(s) payable and actually paid to any date specified by the Licensor for the statement, confirming the Commencement Date, the Term, any renewal rights to which it claims to be entitled, and any other information that the Licensor reasonably requests pertaining to this License or the Premises.

19.11 The Licensee will not register this License or any notice in respect of it on title to the Premises without the prior written consent of the Licensor, which consent may be withheld in the Licensor's sole discretion. If the Licensor agrees to any such registration, the Licensee bear all cost and expense related thereto, and shall, at its sole expense, upon the expiration or earlier termination of this Agreement, register a discharge of any such approved registration.

IN WITNESS WHEREOF the parties have executed this License effective as of the day, month, and year first above written.

<INSERT NAME OF LICENSOR>

Authorized Signatory

Authorized Signatory

<NAME OF LICENSEE>

Authorized Signatory

Authorized Signatory

SCHEDULE "A"

List of Equipment