

**TELECOMMUNICATIONS LICENSE TO OCCUPY CROWN LAND**

**Short Form**

THIS LICENSE made in triplicate this first (1) day of October, 2002.

HER MAJESTY THE QUEEN in right of Canada,  
as represented by the Minister of Public Works and  
Government Services Canada, 800 Burrard Street,  
Vancouver, British Columbia, V6Z 2V8

(herein called "the Licensor")

hereby grants permission to:

Bell West Inc.  
# 2100 - 111 West 5<sup>th</sup> Avenue South West  
Calgary, Alberta  
T2P 3Y6

(herein called the "Licensee")

To enter upon or occupy the property of the Licensor identified as Room B1 in basement, box on wall (15 ½ " Width x 17 ½ " Length x 5 ½ " depth) and Room B6 in basement, box on wall (30 ½ " Width x 30 ½ " Length x 12 ¾ " depth) at The Standards Building, 3625 Lougheed Highway, Vancouver, B.C. as outlined on the attached plan Appendix "A" (hereinafter called "the Lands"),

AND SUBJECT to the conditions set out hereto, which the Licensee covenants to observe during the term of this License.

**CONDITIONS**

**1. LICENSE FEE**

This License is being granted for the annual consideration of ONE DOLLAR (\$1.00).

**2. TERM**

The License shall be for a term of ten (10) years commencing on August 19, 2002 and terminating on August 18, 2012.

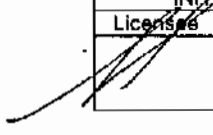
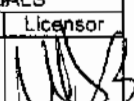
**3. INDEMNITY**

The Licensee shall at all times indemnify and save harmless the Licensor from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Licensee in its use and maintenance of the said Lands or arising from the public use thereof.

**4. INSURANCE**

Without in any way limiting the liability of the Licensee under this License, the Licensee shall obtain and keep in force during the term of this License the following insurance and shall deposit evidence thereof with the Licensor:

- (a) comprehensive General Liability Insurance against claims for personal injury, death or property damage of loss upon, in or about the License area or otherwise howsoever arising out of the Licensee's use of the License area, of not less than Three MILLION DOLLARS (\$3,000,000.00) in respect of injury or death to a single person and in respect of any one accident concerning property damage;

INITIALS	
Licensee	Licensor
	

- (b) The required insurance shall name the Licensor as an additional named insured and shall include a waiver of rights of subrogation a severability of interest clause protecting the Licensor against claims by the Licensee as if the Licensor were separately insured;

**5. ASSIGNMENT**

The Licensee may not assign the privileges granted by this License.

**6. CANCELLATION**

Either party may terminate this agreement by providing ninety (90) days written notice to the other party.

**7. WAIVER OF LICENSOR'S RIGHTS**

Unless by waiver given in writing by the Licensor, the Licensor will not be deemed to have waived any breach by the Licensee of any of the terms or conditions of this License, and a waiver relates only to the specific breach to which it refers and in no way affects or limits the rights of the Licensor with respect to any breach to which it does not refer.

**8. USE:**

This License has being granted to the Licensee for the purpose of installing fibre optic cabling service in the building for the exclusive use of the Government of Canada tenants.

The Licensee will not use or permit the use of the said Lands for any purpose other than the purposes herein set out in this License.

The Licensee agrees that the fibre optic cabling and equipment installed in the building will be for the sole purpose of servicing the Government of Canada tenants on the Lands and for no other purpose.

**9. REINSTATE LANDS:**

Upon completion of the term on the Lands, the Licensee shall reinstate the said Lands to the satisfaction of the Licensor.

**10. LICENSEE RESPONSIBLE:**

The Licensee shall be responsible for any damages, loss or charges created by or resulting from the occupation of the Licensee on the Lands.

**11. NO ESTATE IN THE LANDS**

This License of occupation shall not create, or be deemed to create any estate in the Lands.

**12. LICENSEE COSTS:**

Everything required to be done or carried out hereunder by the Licensee, shall be at the sole cost and expense of the Licensee.

**13. HOUSE OF COMMONS:**

No member of the House of Commons shall be admitted to any share or part of this License or any benefit arising there from.

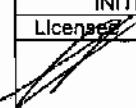
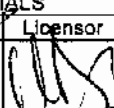
**14. NOTICE:**

Any notice given or required to be given by the Licensor under this License shall be sufficiently given:

if personally served

(i) on the Licensee, or

(ii) if the Licensee is a corporation, then on any officer, director, or executive of the Licensee.

INITIALS	
Licensee	Licensor
	

Any notice given or required to be given by the Licensee under this License shall be sufficiently given:

if personally served to:

- (i) the Regional Director, Realty, or
- (ii) the Property Manager, for Library Square Tower at:  
Suite 200 – 300 West Georgia Street  
Vancouver, BC, V6B 6B4

**15. NON-EXCLUSIVE LICENSE:**

The Licensee agrees that this License has been granted on a non-exclusive basis and that the Licensor reserves the right to grant additional licenses to other service providers.

**16. INSTALLATION:**

Any installation of cabling or equipment on the Lands shall be at the sole cost of the Licensee and shall be subject to the Licensor's prior written approval, which approval may be arbitrarily withheld.

**17. ENTIRE AGREEMENT:**

This License contains the entire agreement between the Licensor and the Licensee and it is hereby declared that there is no condition precedent and no warranty or covenant whatsoever collateral to this License. This License may not be modified or amended except by instrument executed by the Licensor and the Licensee.

**18. ARTICLE INTERPRETATION**

The headings, marginal notes or other divisions in this License are for convenience of reference only, and form no part of this License. If any Article or part of an Article contained in the License shall be judicially held invalid or unenforceable, the remainder of this License shall be interpreted as if such Article or part of an Article had not been included. The expression "Article" followed by a number means the specified Article of this License.

**19. REGISTRATION**

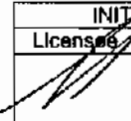
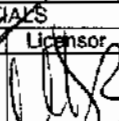
Neither the Licensee nor anyone claiming under the Licensee shall register this Agreement.

**20. JURISDICTION**

This License shall be governed by and construed in accordance with the laws in force in the Province of British Columbia.

**21. NO TACIT RENEWAL**

If the Licensee remains in occupation of the Lands after the expiration of the term of this License, or any renewal thereof, without objection by the Licensor and without any written agreement otherwise providing it shall be deemed to be a Licensee from month to month at a rent, payable in advance on the first day of each month, equal to amount to be determined at the Licensor's sole discretion and shall be subject otherwise to the provisions of this License insofar as they are applicable.

INITIALS	
Licensee	Licensor
	

IN WITNESS WHEREOF the undersigned, on behalf of the Licensor, have hereunto subscribed their names, and the Licensee has set its seal in the presence of its proper officers duly authorized in that behalf.

The Corporate Seal of  
Bell West Inc. \_\_\_\_\_ (SEAL)  
was hereunto affixed in the  
presence of: \_\_\_\_\_

\_\_\_\_\_  
Na  
\_\_\_\_\_  
General Counsel  
Title



HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA AS REPRESENTED BY THE  
MINISTER OF PUBLIC WORKS AND  
GOVERNMENT SERVICES CANADA:

INITIALS	
Licencee	Licensor
