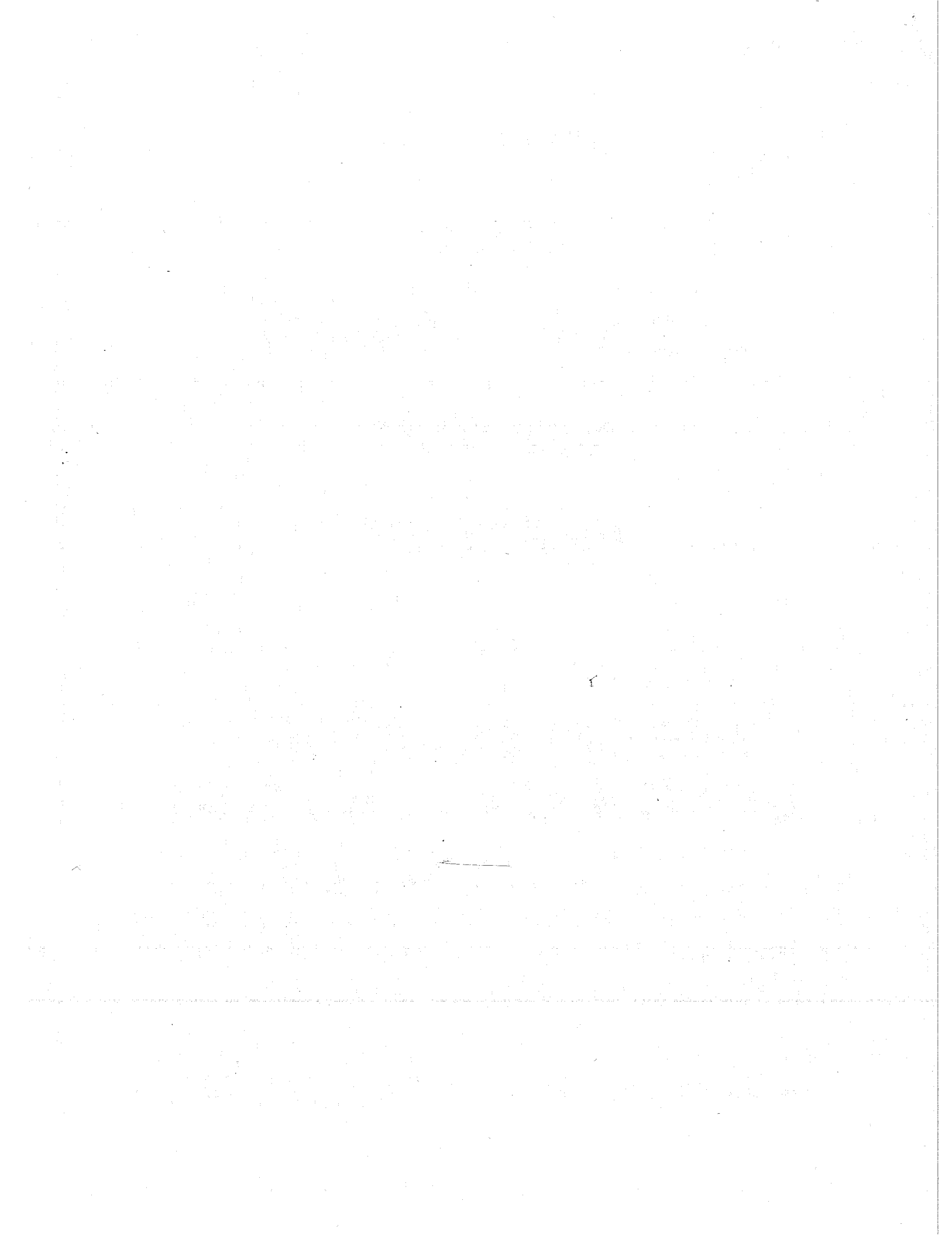


NOTICE
of the
SPECIAL GENERAL
MEETING
by PROXY
of
THE OBSERVATORY
STRATA PLAN LMS 2093

This meeting is intended to be a Special General Meeting by Proxy, to have your vote counted, complete the attached Proxy Form and send it in as per the instructions on the bottom of the Proxy Form.

To be held on Tuesday, August 25, 2009
@ 6:30 p.m.



**NOTICE OF THE SPECIAL GENERAL MEETING
BY PROXY**

TO: OWNERS OF THE OBSERVATORY

DATE: TUESDAY, AUGUST 25, 2009

**TIME: 6:20 PM REGISTRATION
6:30 PM CALL TO ORDER**

PLACE: AMENITY ROOM, 10899 WEST WHALLEY RING ROAD, SURREY, BC

Dear Owners:

On **Tuesday, August 25, 2009**, a Special General Meeting by Proxy of the Owners of **The Observatory, Strata Plan LMS 2093**, will be held. The sole purpose of this meeting is to approve one $\frac{3}{4}$ Vote Resolution regarding a License Agreement between The Observatory and Globalive Wireless which would allow Globalive to install communication equipment on the roof of the building. This License Agreement would result in a financial benefit to the Strata Corporation as detailed on page 4 of the License Agreement. Enclosed are the Agenda, $\frac{3}{4}$ Vote Resolution "A", License Agreement and drawing, and a proxy voting form.

This Special General Meeting is intended to be a meeting BY PROXY ONLY. Please note that should you have questions, an actual meeting will be held in the Amenity Room on the date noted above. In order to cast your vote, please forward your Proxy Form to the Resident Manager or Baywest as indicated on the Proxy form. Please note that the Resident Manager cannot act as your proxy. Please also note the specific deadline for submitting your Proxy Form. For this meeting to proceed, a quorum of one third of all Owners, entitled to vote, must be present by proxy or person.

If you have any questions about the meeting, please do not hesitate to contact the Strata Manager at 604-592-5667.

Sincerely,

BAYWEST MANAGEMENT CORPORATION
Agent for the Owners of Strata Plan **LMS 2093**



Sheryl MacDonald
Strata Manager

August 5, 2009

SPECIAL GENERAL MEETING AGENDA

THE OBSERVATORY – STRATA PLAN LMS 2093
TUESDAY, AUGUST 25, 2009
HELD AT: THE AMENITY ROOM

1. REGISTRATION – 6:20 PM
2. CALL TO ORDER - 6:30 PM
3. CALLING OF THE ROLL & CERTIFICATION OF PROXIES
4. ELECTING THE CHAIR OF THE MEETING (if required)
5. PROOF OF NOTICE OF MEETING
6. ADOPTION OF THE AGENDA
7. ADOPTION OF $\frac{3}{4}$ VOTE RESOLUTION "A"
8. TERMINATION

BAYWEST MANAGEMENT CORPORATION
Agent for the Owners of Strata Plan LMS 2093

Sheryl MacDonald
Strata Manager

¾ VOTE RESOLUTION “A” OF THE OWNERS, STRATA PLAN LMS2093

(the “Strata Corporation”)

WHEREAS:

A. Attached hereto as Schedule A to this Resolution is a form of License Agreement (the “License Agreement”) between the Strata Corporation and Globalive Wireless Management Corporation (“Globalive”) which proposes to grant to Globalive a license (the “License”) to use that portion of the common property of the Strata Corporation shown on Schedule A to the License Agreement.

B. The Strata Corporation proposes to grant the License to Globalive on the terms and conditions of the License Agreement, as amended in accordance with this Resolution.

BE IT RESOLVED AS A ¾ VOTE RESOLUTION OF THE OWNERS, STRATA PLAN LMS 2093 that:

1. The License Agreement is hereby approved in accordance with section 80(2) of the *Strata Property Act*.
2. In accordance with Section 71 of the Act, the Strata Corporation approves a significant change in the use or appearance of the common property of the Strata Corporation pursuant to the License Agreement.
3. The Strata Corporation enter into the License Agreement and the Strata Council for the Strata Corporation (the “Strata Council”) take all such further actions to execute and deliver in the name of and on behalf of the Strata Corporation the License Agreement and such other agreements, assignments, instruments, notes and documents (the “Documents”) relating to, contemplated by or necessary or desirable in connection with the License Agreement.
4. Any two members of the Strata Council (the “Authorized Persons”) be, and are hereby, authorized and directed to execute and deliver the Documents in the name of and on behalf of the Strata Corporation, with such changes, modifications, and amendments thereto as such Authorized Persons may, in such Authorized Persons’ discretion, (but in keeping with this Resolution) approve, which approval shall be conclusively evidenced by the execution and delivery of such Documents. To the extent that any such Documents were executed and delivered prior to the date hereof, the execution and delivery thereof by any such Authorized Persons be, and are hereby, approved ratified and confirmed.

THIS AGREEMENT made the ____ day of ____, 2009.

BETWEEN:

THE OWNERS, STRATA PLAN LMS2093

c/o Baywest Management Corporation
13520 78th Avenue
Surrey, British Columbia
V3W 8J6

(the "Strata Corporation")

AND:

GLOBALIVE WIRELESS MANAGEMENT CORP.

207 Queens Quay West
7th Floor
Toronto, Ontario
M5J 1A7

(the "Licensee")

WHEREAS:

A. The Licensee proposes to install panel antennas and related appurtenances and equipment for the purpose of telecommunications systems (the "Equipment") on a portion of the roof of the Strata Corporation's building (the "Building") at 10899 West Whalley Ring Road, Surrey, British Columbia (the "Lands"), such portion being marked on the sketch attached hereto as Schedule "A" (the "Licensed Area"); and

B. The Strata Corporation proposes to grant to the Licensee a non-exclusive license to use the Licensed Area on the terms and conditions herein.

NOW THEREFORE THIS ASSIGNMENT WITNESSES that in consideration of the premises, the mutual covenants contained in this License, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties):

1.0 DEFINITIONS

1.1 The Strata Corporation and the Licensee hereby agree that in this License the following words or phrases shall, unless there is something in the context inconsistent therewith, have the meanings hereinafter set out:

- (a) "Building" has the meaning set out in Recital A above;
- (b) "Commencement Date" means the earlier of:

- (i) September 1, 2009; and
 - (ii) The date on which the Licensee commences installing the Equipment on the Licensed Area, or using the Licensed Area pursuant to this License;
- (c) **"Equipment"** has the meaning set out in Recital A above;
- (d) **"Electricity Charges"** shall mean all electrical connections and all electricity charges attributable to the Licensee's operations on the Licensed Area. The Licensee shall install a separately metered electrical service or, in circumstances where the local utility will not install a separate meter, will install a sub-meter and shall compensate the Strata Corporation for the Licensee's electricity consumption and shall pay the Strata Corporation's invoices for electricity based on the meter or sub-meter;
- (e) **"Expiry Date"** shall mean that date which is five years from the Commencement Date;
- (f) **"GST"** means the tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or substituted from time to time;
- (g) **"Lands"** has the meaning set out in Recital A above;
- (h) **"License Fee"** shall mean \$132,729.00, payable to the Strata Corporation by the Licensee in accordance with Article 3.0 below;
- (i) **"Licensed Area"** has the meaning set out in Recital A above;
- (j) **"Licensee Taxes"** shall mean all taxes, fees, levies, charges, assessments, rates, duties, and excises which are now or may hereafter be levied, imposed, rated, or assessed by any lawful authority relating to or in respect of the use of the Licensed Area by the Licensee or relating to or in respect of the Equipment, whether or not any such amounts are included by the taxing authority in the Taxes;
- (k) **"Sales Taxes"** shall mean any and all taxes, fees, levies, charges, assessments, rates, duties, and excises (whether characterized as sales taxes, purchase taxes, goods and services taxes, or any other form) which are imposed on the Strata Corporation, which the Strata Corporation is liable to pay or which the Strata Corporation is liable to collect and remit, and which are levied, rated, or assessed on the act of entering into this License or otherwise on account of this License, on the use or the occupancy of the Licensed Area or any portion thereof on the License Fee payable under this License or any portion thereof or in connection with business of licensing the Licensed Area or any portion thereof, including, without limitation, GST. Provided however that Sales Taxes shall exclude all of the following:

- (i) income tax under Part I of the *Income Tax Act*, R.S.C. 1985 (5th Supp.), c. 1 as it existed on the Commencement Date;
 - (ii) Licensee Taxes,
 - (iii) Taxes, and
 - (iv) Corporation Capital Tax.
- (l) **"Sign"** shall mean any sign, picture, notice, lettering direction, or other advertising or informational device of whatever nature;
- (m) **"Taxes"** shall mean all real property taxes, fees, levies, charges, assessments, rates, duties, and excises which are now or may hereafter be levied, imposed, rated, or assessed upon or with respect to the Lands or the Building, whether levied, imposed, rated, or assessed by the government of Canada, the government of British Columbia or otherwise, but Taxes shall exclude all of the following:
- (i) income tax under Part I of the *Income Tax Act*, R.S.C. 1985 (5th Supp.), c. 1 as it existed on the Commencement Date,
 - (ii) Licensee Taxes,
 - (iii) Sales Taxes; and
 - (iv) Corporation Capital Tax.
- (n) **"Term"** shall mean 5 years commencing on the Commencement Date;
- (o) **"Utilities"** means all electricity and any other utilities and services used on or in respect of the License Area or any part thereof;
- (p) **"Utility Costs"** means all charges for utilities, including without limitation, Electricity Charges, whether separately metered to the Licensed Area or as allocated by the Strata Corporation, acting reasonably, utilized by or in connection with the Equipment, together with all costs and charges for all fittings, machines, apparatus, meters, and any other thing licensed or supplied in respect thereof and all costs and charges for all work and services performed by any corporation, authority, or commission in connection with such utilities and services.

2.0 **LICENSE**

2.1 In consideration of the covenants, conditions, and agreements hereinafter respectively reserved and contained, the Strata Corporation hereby grants a license to the Licensee to install, use, operate and maintain the Equipment on the Licensed Area during the Term on the terms of this License.

3.0 **LICENSE FEE**

3.1 The Licensee shall pay the License Fee to the Strata Corporation as follows:

| Year | Annual License Fee | Monthly License Fee |
|------|--------------------|---------------------|
| 1 | \$25,000.00 | \$2,083.33 |
| 2 | \$25,750.00 | \$2,145.83 |
| 3 | \$26,523.00 | \$2,210.25 |
| 4 | \$27,318.00 | \$2,276.50 |
| 5 | \$28,138.00 | \$2,344.83 |

3.2 The Licensee shall pay to the Strata Corporation the Monthly License Fee set out in paragraph 3.1 above plus all applicable Sales Taxes on the first day of each and every month during the Term.

4.0 **OTHER COSTS**

4.1 In addition to paying the License Fee in accordance with Article 3.0 above, the Licensee shall:

- (a) Pay to the Strata Corporation upon execution of this License by the parties:
 - (i) the amount of \$1,500.00 on account of the Strata Corporation's legal fees and disbursements related to this License; and
 - (ii) the amount of \$2,000.00 representing a one time signing bonus with respect to this License.
- (b) Pay to the Strata Corporation the Utility Costs within a reasonable period of time following receipt of an invoice from the Strata Corporation, such invoices to be provided by the Strata Corporation no more that 4 times per year and no less than once per year; and
- (c) pay the Licensee Taxes to the applicable authorities as they become due.

5.0 **TAXES**

5.1 If as a result of the grant or use of this License, the business carried on by the Licensee or its use of the Licensed Area, the Strata Corporation is assessed and becomes liable for an increase in Taxes (the "Tax Increase"), the Licensee shall promptly pay to the Strata Corporation the Tax Increase upon written demand by the Strata Corporation. The Strata Corporation shall furnish evidence of such increase to the Licensee.

6.0 TERM

6.1 Subject to Article 7.0, the term of the License will be for 5 years commencing on the Commencement Date, and terminating on the Expiry Date.

7.0 RENEWAL

7.1 Provided that the Licensee has performed, in all material respects, all of the covenants, provisos, stipulations and terms of this License and is not in material default with respect to any of the terms, covenants, provisos and stipulations contained in this License, then the Licensee shall have the right and option at its election to renew this License for 3 further terms of 5 years each upon the terms and conditions as are contained in this License, except the License Fee. Such renewal term shall commence on the day immediately succeeding the expiration of the immediately preceding term. The Licensee shall exercise the aforesaid option to renew this License only by giving notice in writing to the Strata Corporation not less than 60 days prior to the expiration of the immediately preceding term. The giving of such written notice by the Licensee to the Strata Corporation shall automatically extend this License for such renewal term even though the License Fee payable during such renewal term has not been determined at the commencement of such renewal term. No instrument of renewal need be executed. In the event that the Licensee fails to give such notice to the Strata Corporation as herein provided, this License shall automatically terminate at the end of the term and the Licensee shall have no option to extend this License. The License Fee to be paid by the Licensee to the Strata Corporation for any renewal term shall be the greater of:

- (a) the License Fee payable to the Strata Corporation during the last year of the immediately preceding term; or
- (b) the amount, based on then current market rates for a similar license area for telecommunications purposes, such current market rates to be agreed upon between the Strata Corporation and the Licensee or if no agreement is reached by the date (the "Agreement Date") which is 60 days prior to the date upon which the renewal term is to commence, as the case may be, then the amount determined by a single arbitrator, appointed by the parties hereto pursuant to the provisions of the *Commercial Arbitration Act* of British Columbia and amending acts shall govern the arbitration proceedings. The determination made by the said arbitrator shall be final and binding upon the Strata Corporation and the Licensee and the cost of arbitration shall be apportioned between the parties as the arbitrator may deem appropriate. The provisions of this clause shall be deemed to be a submission to arbitration within the provisions of the *Commercial Arbitration Act* of British Columbia and amending acts.

8.0 USE OF LICENSED AREA

8.1 The Licensee shall not use the Licensed Area nor allow the Licensed Area to be used for any purpose other than that specified in Recital A above, nor in any manner inconsistent with such use.

8.2 Prior to the Commencement Date, the Licensee shall provide to the Strata Corporation copies of complete plans and specifications of the Licensee's intended use of the Licensed Area, including, without limitation, the intended location and specifications for the Equipment thereon, and the Licensee shall not proceed with any installation without the Strata Corporation being satisfied, acting reasonably, that the intended use of the Licensed Area as set forth in such plans and specifications is satisfactory and will not cause the Strata Corporation to be in breach of any other agreement or license it may have relating to the use of the Building or the Lands.

8.3 It is understood and agreed that notwithstanding anything herein to the contrary, the Strata Corporation shall have the right at all times and from time throughout the Term to repair, alter, or other make changes or additions to the Building, in which case the Strata Corporation will use its reasonable efforts not to damage the Equipment. For the purposes aforesaid, the Strata Corporation may require the Licensee to remove the Equipment, at its own cost, upon three (3) months notice, except in cases of emergency, including but not limited to repairs which are required to ensure safety or prevent significant loss or damage. If the Licensee does not remove the Equipment in the time period referred to above or in the case of an emergency, the Strata Corporation shall have the right to temporarily remove and reinstall the Equipment, at the Licensee's cost, and the License Fee shall abate during the period of such temporary removal. Should the Strata Corporation exercise its right of removal hereunder, the Licensee may terminate this Licence. The Licensee shall have no right to object to or claim damages, compensation, or other sums whatsoever, or claim a right of set-off or reduction of the License Fee as a result of or on account of any exercise by the Strata Corporation of its rights hereunder.

8.4 The Licensee shall do, observe, and perform all of its obligations and all matters and things necessary or expedient to be done, observed, or performed by the Licensee as required by the laws of British Columbia and Canada. The Licensee hereby represents and warrants that the Licensee has or will obtain all permits, approvals or authorizations necessary for the installation, use and operation of the Equipment. Without limiting the generality of the foregoing, the Licensee shall at its own expense, at all times ensure that the installation, operation and maintenance of the Equipment comply with all applicable laws, directions, rules, by-laws and regulations of any governmental authority including, but not limited to, all applicable building codes and industry Canada and Transport Canada requirements.

8.5 The Licensee covenants, warrants and agrees that neither the Equipment nor the Licensee or its agents or employees will disrupt or in any manner limit or interfere with the use, operation or maintenance of any other equipment currently installed or to be installed on or within the Building or the Lands, including, without limitation, the antenna, equipment and other works installed by Rogers Wireless Inc.

8.6 Save and accept for normal wear and tear, the Licensee shall install, operate and maintain the Equipment in a good and safe workmanlike manner at its sole expense and shall at its sole cost and expense repair any damage to any portion of the Building or the Lands caused by the operation, installation, use, maintenance or removal of the Equipment.

8.7 The Licensee shall be responsible for the clean up and removal of all materials and garbage related to the installation, use or maintenance of the Equipment, and shall be responsible for its employees, agents, contractors, guests, invitees and all others for whom the Licensee is

responsible at law. The Licensee shall employ contractors who are licensed, insured and are registered and in good standing with Worksafe BC.

8.8 Except for reasonable wear and tear, repair, operation, cleaning, and maintenance of the Equipment and the Licensed Area resulting from the Licensee's installation, use, operation or maintenance of the Equipment, shall be the responsibility of the Licensee.

9.0 INSURANCE & INDEMNITY

9.1 The Licensee shall:

- (a) at its sole cost and expense during the Term and during such other period of time that the Licensee uses the Licensed Area, take out and maintain in full force and effect comprehensive bodily injury and property damage liability insurance applying to the Licensee carried on from the Licensed Area and which shall include, without limitation, personal injury liability, product liability, contractual liability, and protective liability coverage and such insurance to be in an amount no less than \$2,000,000 per occurrence;
- (b) at its sole cost and expense, during the Term, take out and maintain in full force and effect insurance against all risks of physical loss or damage to the Building arising from the installation, use, operation or maintenance of the Equipment in amounts equal to the full insurable value thereof calculated on a replacement cost basis of the Equipment, and subject to such deductibles as the Licensee may reasonably determine; and
- (c) upon written request by the Strata Corporation, provide the Strata Corporation with evidence from time to time that the insurance referred to in paragraphs 9.1(a) and 9.1(b) has been effected.

9.2 The Licensee shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation, legal fees on a solicitor and client basis) which the Strata Corporation may sustain, incur, or be put to by reason of or in any manner arising out of any act or omission of the Licensee or any persons for whom the Licensee is, at law, responsible, or from the use of the Licensed Area and, without limiting the generality of the foregoing, from the non-observance or non-performance by the Licensee or any persons for whom the Licensee is, at law, responsible of any of the obligations imposed under the provisions of any laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority, or any of the covenants, agreements, terms, conditions, and provisos contained in this License to be observed and performed by the Licensee, and such liability to indemnify and save harmless shall survive any termination of this License and the expiry of the Term or any renewal hereof, anything in this License to the contrary notwithstanding.

10.0 DAMAGE, DESTRUCTION, OR EXPROPRIATION OF THE LICENSED AREA

10.1 If the Licensed Area is damaged by fire or other casualty which renders the Licensed Area or a substantial area of the Licensed Area unusable by the Licensee and materially

adversely affects the Licensee's ability to use the Equipment on the Licensed Area, then the License Fee shall from and after the date of the damage abate, and such abatement shall continue until the Licensed Area is capable of use for the Equipment or until the License is terminated whichever shall first occur.

10.2 If the Building shall be acquired or condemned by an authority having the power for such acquisition or condemnation then the Term shall cease from the date of entry by such authority. Nothing herein contained shall prevent the Strata Corporation or the Licensee or both from recovering damages from such authority for the value of their respective interests or for such other damages and expenses allowed by law.

11.0 ASSIGNMENT AND SUBLETTING

11.1 The Licensee shall not assign or part with possession, or in any other way dispose of its interest in this License, without the prior written consent of the Strata Corporation, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Licensee may, without consent, but with notification to the Strata Corporation, assign its rights and obligations under this License to any affiliated entity, including a partnership, but the Licensee shall remain liable to the Strata Corporation for all of the Strata Corporation's obligations under this License.

12.0 DEFAULT

12.1 If the Licensee shall fail to observe or perform any of the covenants or obligations of the Licensee under or in this License after Licensee has been given 30 days prior written notice, the Strata Corporation may from time to time at its discretion perform or cause to be performed any such covenants or obligations or any part thereof, and for such purpose may do such things as may be requisite. Nothing in this clause 12.1 shall require the Strata Corporation to directly or indirectly commence or complete such performance of the Licensee's covenants or obligations.

12.2 In the event of the Licensee's failure to pay the License Fee in accordance with Article 3.0 or its breach of any of its covenants and where such default continues for thirty days after written notice thereof to the Licensee by the Strata Corporation, then the Strata Corporation may terminate this License, and may use such reasonable force and assistance in making such removal as the Strata Corporation may deem advisable, and such termination and removal shall not operate as a waiver or satisfaction in whole or in part of any right, claim, or demand arising out of or connected with any breach, non-observance, or non-performance of any covenant or agreement on the part of the Licensee to be kept, observed, or performed.

12.3 If during the Term or any renewal thereof, any of the goods and chattels of the Licensee shall be seized or taken in attachment by any creditor of the Licensee, or if a writ of execution, sequestration, or extent shall issue against the goods and chattels of the Licensee, or if any petition or other application is presented to any court of competent jurisdiction for the dissolution, liquidation, or winding-up of the Licensee or for the appointment of a receiver or receiver and manager, or if the Licensee shall become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors, or if the Licensed Area shall be used for any purpose other than permitted under this License without the prior written consent of the Strata Corporation, or if the Licensee shall make an assignment for the benefit of

creditors or shall make any sale or other disposition of all or substantially all of its goods and chattels (except incidental to its amalgamation with any other company), then and in every case the Licensee shall be, and be deemed to be, in default under this License; and the License shall become forfeited and determined and the then current and the next ensuing three months' License Fees and any additional money owing hereunder shall immediately become due and payable and the Strata Corporation may remove the Equipment and have again and enjoy the Licensed Area in its former state, anything herein to the contrary notwithstanding, as though the Licensee were holding over after the expiration of the Term but the Licensee shall remain liable under this License.

12.4 If it is necessary for the Strata Corporation to retain the services of any person for the purpose of assisting the Strata Corporation in enforcing any of its rights under this License or otherwise available at law, the Strata Corporation shall be entitled to collect from the Licensee the cost of all such services including, but not limited to, all charges by any bailiff effecting a distress and all legal fees and disbursement incurred in enforcing the Strata Corporation's rights hereunder including, without limitation, in connection with all necessary court proceedings at trial or on appeal on a solicitor and own client basis. Such costs shall be reimbursed forthwith upon the Strata Corporation providing to the Licensee copies of invoices and receipts for all claimed expenditures, redacted as is necessary to protect solicitor-client or litigation privilege.

12.5 No remedy conferred upon or reserved to the Strata Corporation under this License, by statute or otherwise, shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy available to the Strata Corporation and all such remedies and powers of the Strata Corporation may be exercised concurrently and from time to time and as often as the Strata Corporation deems expedient.

12.6 The Licensee shall remove the Equipment at the termination of this License, and restore the Licensed Area to the condition it was in prior to the commencement of this License, reasonable wear and tear excepted, excepting the removal of roof anchors and foundations, if applicable, unless requested by the Strata Corporation, acting reasonably. If the Licensee does not remove the Equipment within seven (7) days following the expiration of the term, the Equipment shall be deemed to become the Strata Corporation's property and the Strata Corporation may remove the Equipment at the expense of the Licensee, for the Strata Corporation's disposition. Licensee must be informed in writing before the Strata Corporation removes the Equipment.

12.7 The Licensee shall, at the expiration or sooner determination of the Term, forthwith peacefully surrender and yield up unto the Strata Corporation the Licensed Area and shall deliver to the Strata Corporation any keys to the Building which the Licensee has in its possession.

12.8 If the Licensee does not remove the Equipment at the expiration of the Term or any renewal term, the Licensee shall be deemed to be occupying the License Area as a Licensee from month to month at one and a half times the monthly payments where due and payable of the expiration of the Term, in advance of the first day of each month following the expiration of the Term and shall be subject to the covenants and conditions of this License as far as same are applicable to a month to month tenancy. No extension of the Term or any renewal term, nor any new term nor any tenancy from year to year will be created by implication of law.

13.0 STRATA CORPORATION'S COVENANTS

13.1 The Strata Corporation shall permit the Licensee and its authorized representatives and agents access with or without vehicles on a twenty-four (24) hours a day seven (7) days a week basis to the Lands and its appurtenances, and such other rights as are reasonably necessary to enable the Licensee to install, maintain, repair, replace, reconfigure and operate the Equipment, including, but not limited to the connecting of its installation to local utilities. At no time shall the exercise of this right interfere with any other person's use and enjoyment of the Building or any portion thereof, and, if it does, the Strata Corporation will inform the Licensee and the breach will be immediately rectified by the Licensee.

13.2 Excepting service providers already utilizing the Licensed Area, provided the Licensee pays the Licence Fee when due and performs all its other obligations set forth in this License, the Strata Corporation should not permit another service provider to install or operate any equipment in the License Area.

13.3 The Strata Corporation shall not permit another service provider to use any portion of the Building whose frequencies and/or equipment may interfere with the Licensee's equipment or system.

13.4 The Strata Corporation shall allow the Licensee to install an emergency powered generator on the Licensed Area for its own use and the Licensee shall pay all costs attributable for such installation and connections.

14.0 MISCELLANEOUS

14.1 Subject to the terms of this License, the Equipment shall remain the property of the Licensee and notwithstanding the attachment or affixation of the Equipment to the Building or the Lands in any manner, the Equipment shall remain items of personal or removable property of the Licensee. Furthermore, the Licensee may make alterations or improvements to the Equipment during the Term or any extensions thereof, provided it has obtained the prior written consent of the Strata Corporation, such consent not to be unreasonably withheld. The Licensee shall not be required to obtain consent to alterations, improvements and replacements to the Licensee's equipment made in the ordinary course of the Licensee's business operations where the item which is altered, improved and/or replaced is substantially the same in size and substance as the original item.

14.2 The Strata Corporation acknowledges that the Licensee has entered into, and will be entering into, certain financing arrangements which may require an assignment or hypothecation of the Licensee's rights and obligations under this License as well as the granting of security interests in the personal or moveable property of the Licensee located at the Building. The Strata Corporation consents to any such assignment, hypothecation or granting of security interests and to any transfers occurring on the enforcement of same, and the Strata Corporation shall, at the request and sole cost of the Licensee, acknowledge in writing the foregoing in such form as the relevant financier may reasonably require. For the purposes of this Section 14.2, the Licensee is executing this License for itself and as an agent for the financiers referred to herein with whom the Licensee may be entering into financing arrangements from time to time.

14.3 The Licensee shall not, at any time, affix or exhibit or permit to be affixed or exhibited upon any part of the Building or the Equipment, any Sign, unless such Sign shall have been first approved in writing by the Strata Corporation and such Sign complies at all times with the requirements of any lawful authority having jurisdiction over the same. If any Sign erected in accordance with this License no longer complies with the terms of the consent given by the Strata Corporation or the requirements of any lawful authority having jurisdiction over the same, then the Licensee shall forthwith remove any such Sign at the Licensee's sole expense, and if the Licensee fails to remove such Sign, the Strata Corporation may remove the Sign and all costs, charges, and expenses of such removal shall forthwith be paid by the Licensee to the Strata Corporation.

14.4 The Licensee shall use its best efforts to ensure that no claim of lien is filed in respect of any work which may be carried out by it or on its behalf in or about the Building or the Lands (a "Claim of Lien"), and if a Claim of Lien shall be filed, the Licensee shall take all necessary steps to have the Claim of Lien cancelled and discharged within 15 days of the date the Licensee has knowledge of such filing. The Strata Corporation, in addition to any right or remedy it may have hereunder or at law, shall have the right, but shall not be obliged, to discharge any Claim of Lien by paying the amount claimed to be due or by procuring a discharge of such Claim of Lien by deposit with the appropriate court, and any amount deposited and all related costs shall be the responsibility of the Licensee and shall be payable by the Licensee to the Strata Corporation forthwith.

15.0 GENERAL

15.1 The Licensee acknowledges and agrees that no representations, warranties, agreements, or conditions have been made other than those expressed herein, and that no agreement collateral herein shall be binding upon the Strata Corporation unless it be made in writing and duly executed on behalf of the Strata Corporation.

15.2 All notices, demands, and requests which may be or are required to be given pursuant to this License shall be in writing and shall be sufficiently given if delivered personally to the party or an officer of the party for whom it is intended or faxed with a confirmation copy, or mailed prepaid and registered to the respective addresses specified in the License Summary or such other addresses as the parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand, or request shall be deemed to be the date of delivery of such notice, demand, or request if delivered, or if faxed as aforesaid it shall be deemed to be received on the next day following the date of transmission (excluding Saturdays, Sundays, and statutory holidays in British Columbia), or if mailed as aforesaid it shall be deemed to be received on the third day next following the date of such mailing (excluding Saturdays, Sundays, and statutory holidays in British Columbia), unless there is between the date of mailing and actual receipt a mail strike or other labour dispute which adversely affects mail service in British Columbia, in which case the party giving the notice, demand, or request shall deliver such notice, demand, or request by an alternative method.

15.3 The provisions of this License shall be governed by and interpreted in accordance with the laws of the Province in which the Lands are located and the parties hereto attorn to the exclusive jurisdiction of the courts of that Province.

15.4 The License contains the entire agreement between the Strata Corporation and the Licensee with respect to the Lands, the Building and the License Area and there are no prior representations, either oral or written, between them other than those set forth in this License. This License, including the Schedules, may not be amended or modified except by written instrument executed by both parties except as otherwise provided in this License. Notwithstanding the foregoing, if following the execution of this License, the Licensee obtains, at its option, a survey or approved plans which identifies the location of the Licensed Area, once provided, it shall be attached hereto as Schedule "B" and shall take precedence over Schedule "A" and form part of this License.

15.5 The parties agree that this License may be executed, amended or renewed by either party and forwarded to the other party by facsimile transmission and receipt by facsimile transmission of a copy of this License executed, amended or renewed by a party shall bind the party so sending the facsimile transmission. Any notice pursuant to any of the provisions of this License shall be deemed to have been properly given if by personal delivery, or mailed by courier.

15.6 The Strata Corporation hereby authorizes the Licensee for the entire duration of the Term to obtain from any person, corporation or government authority any information regarding the Building that the Licensee may require for the purposes of exercising its rights under this License and the Strata Corporation agrees to execute the Authorization Letter to confirm the foregoing.

15.7 Where required the singular number shall be deemed to include the plural and the neuter gender the masculine or feminine.

15.8 The Strata Corporation and the Licensee agree that all of the provisions of this License are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate provision thereof. Should any provision or provisions of this License be illegal or not enforceable, it or they shall be considered separate and severable from this License and its remaining provisions shall remain in force and be binding upon the parties as though the said provision or provisions had never been included.

15.9 Time shall be of the essence of this License, save as herein otherwise specified.

15.10 Any captions, headings, and marginal notes throughout this License are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of or the scope or intent of this License nor in any way affect this License.

15.11 This License shall extend to, be binding upon, and enure to the benefit of the Strata Corporation and the Licensee and their respective heirs, executors, administrators, successors, and permitted assigns.

15.12 This License shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall not be modified, amended, or waived except by an instrument in writing duly executed and delivered by the parties or by their successors and permitted assigns.

15.13 The Schedules attached hereto are hereby incorporated and form part of this license.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE OWNERS, STRATA PLAN LMS2093

By: _____
Its authorized signatory

By: _____
Its authorized signatory

GLOBALIVE WIRELESS MANAGEMENT CORP.

By: _____
Its authorized signatory

SCHEDULE A

