

LICENSE AGREEMENT

This AGREEMENT made effective this day of , 200 .

BETWEEN:

THE OWNERS, STRATA PLAN NO. LMS 4456, A strata corporation incorporated pursuant to the laws of British Columbia having an office at 2176 Willingdon Avenue, Burnaby, B.C. V5C 5Z9 – fax no. (604) 431-1818 (the “Licensor”)

AND: *(company name and address)*

(the “Licensee”)

WHEREAS:

A. The Licensor is responsible for the control, management and administration of the common property and facilities (collectively, the “Common Property”), located in the building commonly known as One Wall Centre having the civic address of 938 Nelson Street, Vancouver, B.C. (the “Building”);

B. The Licensee wishes to use and occupy a portion of the Common Property together with strata lot (unit) located in the Building (the “Lot”), for the purpose of filming a “ ” (the “ ”); and

C. The Licensor is prepared to grant the Licensee a licence over a portion of the Common Property subject to the terms and conditions set out below,

NOW THEREFORE this Agreement witnesses that in consideration of the covenants, representations and conditions set out below, the Licensor and the Licensee agree as follows:

1.0 INTERPRETATION

1.1 Definition. Unless the context otherwise requires, the expression “this Agreement” or similar expressions, means these terms and conditions and any schedules attached hereto.

1.2 **Interpretation of Agreement.** The language in all parts of this Agreement shall be construed as a whole and neither strictly for nor strictly against any of the parties.

1.3 Included Words. Words importing the singular include the plural and vice versa and words importing the neuter gender shall include the masculine and the feminine genders and words importing person shall include firms and corporations and vice versa.

1.4 Headings. The headings contained in this Agreement are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

1.5 Severability. If any provision of this Agreement is declared invalid or unenforceable by competent authority such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.

2.0 LICENCE

2.1 Licence. The Licensor hereby grants to the Licensee a non-exclusive licence during the following schedule (the “Term”) :

hours of	to	being preparation and set up
hours of	to	being filming
hours of	to	being restoration and clean up

to use and occupy that portion of the Common Property consisting of common property leading to the above-mentioned locations (the “Licensed Area”), for the sole purpose of filming the Series and for no other purpose whatsoever. The Licensee must obtain the prior written consent of the Licensor if the Licensee wishes to extend the Term or use and occupy any other portion of the Common Property or film any distinctive characteristic of the Building.

2.2 Permits and Consents. The Licensee shall obtain all permits and licenses from all federal, provincial or other governmental authorities having jurisdiction related to the filming of the Series. The Licensee shall also obtain from the Lot owners the consent to access, use and occupy the Lot on terms established between the Lot owners and the Licensee. The Licensee hereby acknowledges that the rights granted to the Licensee hereunder do not grant the Licensee any right to access, use or occupy the Lot. The Licensee shall upon request provide to the Licensor copies of all permits, licenses and consents described in this Section 2.2.

2.3 Directions. The Licensee shall at all times while on or about the Building comply with all reasonable directions of the Licensor or its authorized representatives regarding the access, control, use and occupation of the Common Property. If there is an emergency or the Licensor apprehends a reasonable possibility of personal injury or damage to Common Property as a result of any act or omission of the Licensee, its employees, agents or contractors, the Licensee shall after notice by the Licensor or his authorized representative, a reasonable opportunity to cure, immediately discontinue any further activity within the Building or remove or permit the removal from the Building of all or any of the Licensee’s employees, agents or contractors or any of the Licensee’s equipment or facilities.

2.4 Security. For the duration of the Term, the Licensee shall at all times maintain the security of the Building. While in the Building all employees, agents and contractors of the Licensee shall wear clearly visible identifications. In addition, the Licensee shall at its sole cost and expense maintain security at all points of access and egress to the Building used by the Licensee, its employees, agents or contractors. The security shall take all reasonable precautions to ensure that only authorized persons are granted entry into the Building. At no time shall the Licensee, its employees, agents or contractors leave any doors leading into the Building open and unattended. If the Licensee, its employees, agents or contractors fail to comply with the provisions of this Section 2.5, after notice by the Licensor or his authorized representative a reasonable opportunity to cure, the Licensor may immediately terminate this Agreement and retain the Fee as liquidated damages.

2.5

Power. The Licensee shall at its sole cost and expense supply and operate its own generator for the purpose of providing hydro electric power for the Series. The Licensee shall not connect to or obtain power from the Licensor's power outlets or utility room located in the Building. The Licensee's generator shall at all times remain on the paved portion of the public right of way and shall not be placed on or within the Building. All power cables connected to the generator and placed within the Building shall be situated so as not to interfere as little as possible with access and egress to and from the Building and shall remain covered or placed within protective sheathing all so as to minimize the possibility of personal injury or property damage to occupants and guests of the Building.

2.6 The undersigned hereby grants to Licensee, its successors, assigns and licensees, the irrevocable perpetual right in all media throughout the universe to use the photographs of the Licensed Area taken by Licensee hereunder in connection with motion picture and television photoplays including, but not limited to the television series, " " in such manner and to such extent as Licensee may desire, including without limitation, the right to use such photographs for advertising and publicity purposes as well as in on-line or interactive computer media. The rights herein granted include the right to photograph all structures and signs located on the Licensed Area (including the exterior and interior of such structures and the names, logos and verbiage contained on such signs), the right to refer to Licensed Area by its correct name or any fictitious name, the right to attribute fictitious events as occurring on the Licensed Area and the right to replicate the Licensed Area including the right to use and dispose of such replication in any manner Licensee in its sole discretion deems appropriate.

3.0 FEES

3.1 Fees. In consideration of the rights granted to the Licensee hereunder, the Licensee shall pay to the Licensor not later than 4:30 pm on , 200 the following amounts:

- (a) a deposit in the amount of (\$.00) dollars (the "Deposit"); and
- (b) a licence fee in the amount of (\$.00) dollars (the "Fee").

The Deposit and the Fee shall be paid by way of certified cheque, bank draft or cash made payable to "The Owners, Strata Plan No. LMS 4456" and delivered to the Licensor's address described on the first page of this Agreement care of Ascent Real Estate Property Management Corporation.

3.2 Additional Fees. If the Licensee requests and the Licensor agrees to extend the Term or to use and occupy any other portion of the Common Property or film any distinctive characteristic of the Building, the Licensee shall pay to the Licensor such additional fees as the Licensor may determine.

3.3 Taxes. The Licensee shall pay all government levies, taxes, assessments and other charges (excluding income taxes) that now or in the future may be levied against the Licensor or the Licensee or both because of the filming of the Series in the Building.

3.4 Adjustments. The Licensee shall not be entitled to any adjustment or reimbursement of the Fee if the filming of the Series is halted, delayed or interfered with due to any reason beyond the reasonable control of the Licensor or as a result of a Licensor direction issued pursuant to Section 2.3, excepting for matter of force majeure.

4.0 LICENSEE COVENANTS

4.1 Covenants. For the duration of the Term, the Licensee, its employees, agents and contractors shall:

- (a) while in the Building conduct themselves in a competent, courteous and professional manner;
- (b) comply with all federal, provincial or local government laws, statutes, regulations or bylaws of which it is aware or notified in advance; and
- (c) not commit, cause or permit any nuisance within the Building or interfere with the rights of reasonable use and enjoyment of any occupant of the Building.

4.2 Series Notice. Upon the execution of this Agreement, the Licensee shall post a notice in the Building approved by the Licensor, which sets out the details of the filming schedule for the Series. The Licensee shall post similar notices in areas immediately surrounding the Building where the Licensee intends to complete filming of the Series.

5.0 INDEMNITY

5.1 Indemnity. The Licensee shall indemnify and save harmless the Licensor, its directors, officers, employees, agents, successors, assigns and every owner of strata lots located in the Building and their respective tenants and invitees (collectively, the "Indemnities") from and against any and all liabilities damages, costs, expenses, causes of actions, claims, suits and judgments that the Indemnities may at any time incur or suffer or be put to by reason of or in connection with or arising from any or all of the following:

- (a) the use or occupation of the Licensed Area or any Common Property by the Licensee, its employees, agents or contractors;
- (b) any breach, violation or non-performance by the Licensee, its employees, agents or contractors of any term or condition contained in this Agreement; or
- (c) any injury to any person, including death and property damage caused by any negligent act or omission of the Licensee, its employees, agents or contractors while on or about the Common Property or resulting from the filming of the Series in the Building;

and the Licensee shall, upon demand and at its own risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted by third persons against the Indemnities on any such claim, demand or cause of action and shall pay and satisfy any judgments or decrees which may be rendered against the Indemnities in any such suit, action or other legal proceedings and will reimburse the Indemnities for any and all legal expense incurred in connection therewith.

The undersigned hereby releases Licensee and its licensees, successors, assigns, all networks, stations, sponsors, and advertising agencies from any and all claims, demands, or causes of action which the undersigned, its heirs, successors or assigns may now have or hereafter acquire by reason of Licensee photographing and using the photographs taken of the Licensed Area, including but not limited to all buildings (exterior and interior), equipment, facilities and signs thereon. I understand this document and freely agree thereto.

5.2 Limitation of Liability. Save and except as a result of the misconduct through action or in action of the Indemnities, at no time shall the Indemnities be liable to the Licensee, its employees, agents or contractors for any personal injury, death, property damage, theft, vandalism, business interruption, economic loss or any special, indirect or consequential loss or damage whatsoever.

5.3 Insurance. For the duration of the Term, the Licensee shall obtain and maintain the following insurance:

- (a) all risks insurance insuring to full replacement cost any equipment or facilities used by the Licensee within the Building, against loss or damage by fire, flood, water damage and such other risks as are usually covered by an all risks insurance policy insuring similar property; and
- (b) comprehensive public liability insurance against claims for personal injury, death or property damage or loss occurring upon or in the Building with coverage to include the activities and operations conducted by the Licensee, such policies to be written on a comprehensive basis with inclusive limits of not less than \$5,000,000.00 for each occurrence, to name the Licensor as additional insured and to contain a cross-liability clause.

5.4 Survival. Sections 5.1, 5.2 and 5.3 will survive the expiry or earlier termination of this Agreement.

6.0 TERMINATION

6.1 Termination. The Licensor may at any time prior to , 200 terminate this Agreement for any cause whatsoever, in which case the Licensor shall reimburse the Fee and the Deposit to the Licensee.

6.2 Termination for Default. If the Licensee fails to comply with any of the terms and conditions contained in this Agreement, the Licensor may upon notice to the Licensee immediately terminate this Agreement and retain the Fee as liquidated damages.

7.0 REMOVAL OF EQUIPMENT AND REPAIRS

7.1 Equipment Removal. Within forty-eight hours after the expiry or earlier termination of this Agreement, the Licensee shall at its sole cost and expense remove all equipment and facilities from the Building and restore the whole of the Common Property to the condition existing at the time the Licensee was first granted access to the Building. Any Licensee equipment or facilities remaining on the Common Property after expiry of the twenty-four hour period shall be removed or disposed of by the Licensor at the expense of the Licensee.

7.2 Inspection and Repairs. Upon the removal of the Licensee's equipment and facilities, representatives of the Licensor and the Licensee shall together inspect the Licensed Area and the Common Property. The Licensor shall deduct from the Deposit all costs incurred by the Licensor in carrying out the inspection. If the Licensee does not within reasonable time repair or restore, to the reasonable satisfaction of the Licensor, all matters identified in the inspection, the Licensor shall deduct from the Deposit an estimate, as reasonably determined by the Licensor, of any costs, expense, charge or fee to be incurred by the Licensor to complete the identified repairs or restorations. If the Licensee

completes the identified repairs or restorations to the reasonable satisfaction of the Licensors, the Licensors shall reimburse to the Licensee any unused portion of the Deposit.

8.0 GENERAL

8.1 Non-Assignment. The Licensee shall not be permitted to assign its obligations hereunder in whole or in part nor sublet, grant licenses or other rights of occupation to third parties over the whole or any part of the Building without the prior written consent of the Licensors which consent may be withheld for any reason whatsoever, but licensee may assign its rights in and to the footage.

8.2 Entire Agreement. This Agreement constitutes the whole agreement between the Licensors and the Licensee and supersedes all prior agreements and understandings whether written or oral between the Licensors and the Licensee relative to the subject matters hereof.

8.3 Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective or deemed by a course of conduct, unless such amendment or waiver is in writing, signed by the Licensors and the Licensee and stating specifically that it is intended to modify this Agreement.

8.4 Choice of Law. This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Licensors and the Licensee hereby expressly attorn to the courts of the jurisdiction of British Columbia with respect to any dispute or matter related to this Agreement.

8.5 Notice. Any notice or other communication required or permitted to be given hereunder will be valid only if in writing and delivered or telecopied to a party at the address or fax number described on the first page of this Agreement or at such other address as either party may designate to the other in writing and any such notice or communication shall be deemed given when received.

IN WITNESS WHEREOF the Licensors and the Licensee have executed this Agreement as of the date first noted above.

THE OWNERS, STRATA PLAN LMS 4456

Per: _____
 , Strata Agent

Per: _____

END OF DOCUMENT