

TELECOMMUNICATION AND BUILDING ACCESS LICENSE
EXISTING COMMERCIAL BUILDINGS

This License is made as of the date last signed by both parties below (the "Effective Date").

In consideration of the mutual rights and obligations expressed in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Tech Futures Interactive Inc. ("Tech Futures") and _____ (the "Owner") agree as follows:

1. Owner hereby grants to Tech Futures and its Affiliates ("Affiliates" as defined in the Canada Business Corporations Act, as amended) including without limitation, those for whom Tech Futures is responsible in law (hereinafter, collectively referred to as "Tech Futures") at no cost or charge to Tech Futures, a non-exclusive right and license to:
 - a. enter on and gain access in, over or under the multi-unit dwelling building described in Schedule "A" (the "Building") and the common elements and other common areas of the Building, including without limitation, access to and use of, one or more rooms or other segregated spaces in, on, over or under the Building (the "Equipment Space(s)") for the purposes of:
 - i. making available and providing telecommunications and other communication services subject to CRTC rulings from time to time, (collectively the "Tech Futures Services") to prospective purchasers and the owners, tenants, invitees or residents of the Building (collectively, the "Occupant(s)"); and
 - ii. exercising non-exclusive marketing and advertising rights in accordance with the terms and conditions of the Marketing, if any, between the parties entered into concurrently with the Agreement (the "Marketing Agreement").
 - b. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment in, on, over or under the Building (including without limitation, installation of Equipment for marketing demonstrations of Tech Futures Services). "Equipment" includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver and demonstrate Tech Futures Services to Occupants. Nothing herein limits Tech Futures ability to change, alter or replace the Equipment with new and/or different equipment necessary to provision the Tech Futures Services.
 - c. Use of the Building roof to place Antenna Equipment, further described in attached addendum if applicable.

Nothing herein shall be construed or interpreted as granting Tech Futures any exclusive access rights or access privileges in or to the Building to the exclusion of any other third parties.

No installation of Equipment in the Building shall commence until Tech Futures and Owner have agreed upon a design for the installation of Equipment and associated work to be completed in

the Building.

2. Owner acknowledges that Tech Futures shall also have access to a path and/or conduit along, over, under or on the property, from the property line to the Building (the "Conduit"), and in or through the Equipment Space(s). If Tech Futures determines that a fibre optic/copper cable or Equipment must be installed to the Conduit, the Building and/or the Equipment Space(s), Tech Futures may install, maintain, and upgrade any Equipment within the Conduit. The parties shall agree in advance (both acting reasonably) upon a plan of installation, upgrade or maintenance of the Equipment within the Conduit.
3. use "in-building wire" (as such term is defined by the Canadian Radio- Television and Telecommunications Commission (the "CRTC") in its decision 99-1 0) or cabling in the Building that is owned or controlled by the Owner or any third party.
4. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Tech Futures during normal service hours of 8:00 a.m. to 8:00 p.m. local time, three-hundred and sixty-five (365) days per year subject to Tech Futures providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License.
5. The parties shall meet the installation requirements for the equipment to be installed by Tech Futures (the "Tech Futures Equipment") as such requirements are more specifically set forth in Schedule "B" hereto. Tech Futures shall, at its own cost:
 - a. ensure that all the Tech Futures Equipment is installed in accordance with all laws, including without limitation, relevant fire and building code requirements in force at the time of installation; and
 - b. Tech Futures may connect Tech Futures Equipment to an electrical power source in the Building. Tech Futures shall be responsible for electrical power costs exceeding a 15 amp service.
 - c. be responsible for the provision, installation, maintenance and repair of the Tech Futures Equipment during the Term, although each individual Occupant may incur charges (at Tech Futures then applicable rates) specific to such Occupant's in-suite requirements. Tech Futures covenants to repair, at its sole expense, any direct damages to the Building or the Equipment Space where such damages are caused by or arising out of any negligent act or wilful misconduct relating to Tech Futures use and occupation of the Equipment Space or the Building (the "Covenant").

Tech Futures Equipment will remain the property of Tech Futures at all times, and will not become a fixture despite any legal principle to the contrary. Owner agrees that it has no legal or equitable ownership interest in the Tech Futures Equipment nor any of Tech Futures owned items reasonably contemplated herein and shall not make any claim to the contrary.

6. Nothing in this License limits the Owner's right to repair any common elements of the Building; provided that where any such repair may affect the Tech Futures Equipment, the Owner shall:
 - a. provide Tech Futures with reasonable advance written notice to request Tech Futures to adjust and/or move its Equipment before the repairs are made; and
 - b. reimburse Tech Futures for all reasonable costs Tech Futures incurs as a result of any material relocation or adjustment.

7. The Owner shall use reasonable efforts to require any service provider granted an access agreement by the Owner to agree not to damage or interfere with Tech Futures Equipment, and in particular, the fibre optic cabling without Tech Futures prior written consent and to contractually agree to pay for any damages that might be suffered by the Owner, Tech Futures or the Occupants if they damage or interfere with Tech Futures Equipment. If the Owner permits another service provider to have access to the Property, and Tech Futures is required to relocate or reconfigure its equipment or install additional equipment to accommodate such other service provider, or, to repair damage to or replace components of its equipment caused by the acts of such other service providers or its contractors, the Owner will assist Tech Futures in requiring that the other service provider reimburse Tech Futures for all reasonable costs so incurred.

8. Each party represents and warrants that: (1) it has full right, power and authority to enter into and perform its covenants and obligations in this License; (2) it is under no obligation, statutory, contractual or otherwise, which could prevent or interfere with the complete performance of its covenants and obligations herein; (3) it is validly organized and existing under the name indicated on this License; and (4) no condominium Rule or By-law is in force that would prevent or limit either party from: (i) entering into this License; and/or (ii) performing its obligations hereunder.

9. Tech Futures will be liable for and will indemnify and save harmless the Owner, its directors, officers, employees, and contractors, and those for whom it is responsible in law (collectively, the "Owner Indemnitees"), from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent act, wilful misconduct or omission relating to Tech Futures use and occupation of the Equipment Space or the Building (including, without limitation, the Covenant set forth in Section 5 herein), provided that Tech Futures will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent act, wilful misconduct or omission of any of the Owner Indemnitees. Notwithstanding the foregoing, in no event will Tech Futures be liable for or indemnify and save harmless any of the Owner Indemnitees from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages. The Owner shall indemnify and save Tech Futures harmless from any loss of or damage to the Equipment caused by the Owner, its employees, agents or contractors or for those whom the Owner is responsible

for in law. This Section shall survive the expiration or termination of this License.

10. The term of this License is effective as of the Effective Date and shall continue to run until terminated by either party (see Section 11).

11. Either Party may terminate this License, i) in writing at least ninety (90) days prior to the end of the Term or any Renewal Term, provided there are no active subscribers to Tech Futures Services in the Building; (ii) for a material breach hereof, where such breach is not cured within ninety (90) days of receipt of written notice by the other party of such breach; or (iii) immediately, in the event the other party becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefit of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of other party; or a creditor takes steps to issue an Application for a Bankruptcy Order against the other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. If the action of a governmental agency requires modification of Tech Futures Services or the terms in which they are provided which is inconsistent with the terms of this License or impairs Tech Futures ability to provide Tech Futures Services in an economical and technically practical fashion, Tech Futures may terminate this License upon thirty (30) days' written notice to Owner. Upon expiry or termination of this License, Tech Futures shall be allowed thirty (30) days to remove the Equipment. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Tech Futures. If Tech Futures removes any Equipment upon expiration or termination of this License, Tech Futures shall at its expense restore any portion of the Building occupied by Tech Futures Equipment to a condition substantially similar to the condition of the Building at the time of original placement of the removed Tech Futures Equipment, reasonable wear and tear excepted.

12. Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by regular mail, personal delivery or by facsimile transmission to each party at the addresses listed below:

To Tech Futures:
201 – 4501 Kingsway
Burnaby, BC V5H 4V8

Fax: (778) 832-1031

To Owner:

Fax: _____

Notices shall be deemed to have been received by the Owner or Tech Futures, as the case may be, on (i) the fifth (5) business day after the date on which it shall have been so mailed, (ii) at the time of delivery in the case of hand delivery, (iii) the date and time of transmission in the case of facsimile, provided that such transmission was made during normal business hours, with

receipts or other verifications of such transmission.

13. Where a provision of this License conflicts with a Schedule attached hereto, the provision of this License shall prevail. This License and Schedules will be governed by the laws of the Province of British Columbia and the applicable laws of Canada therein, excluding any conflict of laws, rule or principle which might refer to the laws of another jurisdiction. This License shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including, but not limited to, the Telecommunications Act, as amended, the Broadcasting Act, as amended or the rules and regulations of the Canadian Radio-Television and Telecommunications Commission (the "CRTC").
14. This License and the Marketing Agreement constitute the entire agreement of the parties and supersede all prior agreements and understandings on the subject matter hereof. Except as provided in Section 8, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. If any provision of this License is found to be invalid, illegal or unenforceable, the other provisions of this License shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.

[Remainder of page intentionally left blank]

In witness thereof the parties through their duly authorized representatives have executed this License as of the Effective Date.

TECH FUTURES INTERACTIVE INC.

Authorized Signature

Name

Title

Date

STRATA CORPORATION LEGAL NAME

Authorized Signature

Name

Title

Date

Schedule "A"
Address and Description of Building

This License applies to the following Buildings:

Building Name: _____

Address: _____

Building Name: _____

Address: _____