SKYTRAIN RETAIL SPACE - SHORT TERM LICENCE

ARTICLE 1 - BASIC TERMS AND DEFINITIONS

Licensor:	**Address for Payment**:	**Agent/Manager** (see Section 17.9):
Greater Vancouver Transportation Authority 1600 – 4720 Kingsway, Burnaby, B.C., V5H 4N2	c/o British Columbia Rapid Transit Company Ltd. 6800 14th Avenue, Burnaby B.C., V3N 4S7	British Columbia Rapid Transit Company Ltd. 6800 14th Avenue, Burnaby B.C., V3N 4S7

Licensee: [♦] **Address**: [♦]

Operating Name: [♦]

Licensed Space and Floor Area: Licensed Space # [♦, at [♦] [identify the station] Station, as shown on drawing(s) attached as Schedule C, having a Floor Area of approximately [♦] square feet

Commencement Date: The earlier of (i) [♦], (ii) the day the Licensed Space or any part is open for business to the public, and (iii) the day following the expiration of the Fixturing Period.

Fixturing Period: From [♦] to the Commencement Date

Term: From the Commencement Date to and including [♦], 20[♦], including any renewal term, if this Licence is renewed under any right of renewal provided for in this Licence.

Co-Covenantor(s): [♦] NONE [or identify, as applicable]

Minimum Fees and Percentage Fees Rate:

LICENCE YEAR	MINIMUM FEES PER ANNUM	MINIMUM FEES PER MONTH	PERCENTAGE FEE RATE
1	$[♦]	$[♦]	[♦%]
2 (1st renewal)	$[♦]	$[♦]	[♦%]
3 (2nd renewal)	$[♦]	$[♦]	[♦%]
4 (3rd renewal)	$[♦]	$[♦]	[♦%]

Approved Purpose: the operation of a [♦] for the sale and/or supply, at retail, of the merchandise items and/or services listed in Schedule B.

The Licensor and Licensee, by signing this Agreement, agree to be bound by all the terms and conditions herein contained. The Licensee hereby accepts the Licensed Space in its condition, to be held by the Licensee subject to the conditions, restrictions and covenants set forth herein. This Agreement constitutes the entire agreement between the parties and no changes or modifications are permitted unless agreed to by the parties and evidenced in writing. All schedules and attachments are incorporated into and form an integral part of this Licence. Words and phrases used have the meanings set forth above and in section 2.1.

LICENSEE:	**LICENSOR:**
_____ For the Licensee	_____ For the Licensor
_____ _____ _____ Print Name Title Date	_____ _____ Title Date
_____ For the Licensee	_____ For the Licensor
_____ _____ _____ Print Name Title Date	_____ _____ Title Date

THE UNDERSIGNED hereby join(s) in this Licence as Co-Covenantor(s). IN WITNESS WHEREOF THE UNDERSIGNED has/have executed below (under the seal(s) with the intent that such execution will take effect as a deed):

[♦]
by its duly authorized representative(s):

Per: _____ Per: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____

Seal

SIGNED, SEALED and DELIVERED by [♦] in the presence of:)

_____)
Signature of Witness)

_____)
Print Name of Witness)

_____)
Address of Witness)

_____)

_____)
Occupation of Witness)

_____
[♦]

Seal

ARTICLE 2 - LICENCE

2.1 Definitions

In addition to the basic terms defined on page 1, the following words have the following meanings:

"Additional Fees" means all amounts payable by the Licensee to the Licensor, other than Minimum Fees and Percentage Fees.

"Fees" refers to Minimum Fees, Percentage Fees and Additional Fees.

Gross Revenue means the total sum of the selling prices of all goods or services sold on or from the Licensed Space, or where delivery is made from the Licensed Space and all other receipts whatsoever of all business conducted at, in, from or in connection with the Licensed Space, including sales made by others and the gross amount of any insurance proceeds which directly or indirectly represent reimbursement or recovery for sales, revenues, receipts, gross profits or net profits lost, or which otherwise would have been realized or earned by the Licensee or others because of the occurrence of business interruption covered by such insurance. In the determination of Gross Revenue there may be deducted the amount of refunds upon merchandise sold on or from the Licensed Space and returned, and sales taxes collected from customers (to the extent to which such taxes are included in Gross Revenue) and actually paid to the relevant taxing authorities.

"Licence Year" means a 12 month period commencing with the first day of [♦] in one calendar year and ending on the last day of [♦] in the [[♦] next / same] calendar year;[[♦]provided that the first Licence Year shall be the period from the Commencement Date to [♦]].

"Rules and Regulations" means the rules and regulations from time to time prescribed by the Licensor for retail operators and includes any manual or manuals prescribed from time to time by the Licensor for the development, construction, design criteria, use and retail operation of space by the Licensor's licensees.

"SkyTrain Station" refers to the specific building, station or structure, in which the Licensed Space is located or is in close proximity and "**SkyTrain Stations**" refers to buildings, stations or structures comprising a part of the rapid transit system.

2.2 Grant of Licence

The Licensor hereby grants to the Licensee, upon and subject to the terms and conditions of this Licence, a licence to operate from the Licensed Space.

2.3 Condition of Licensed Space upon Commencement

The Licensee hereby accepts the Licensed Space AS IS and the Licensor is not required to perform any work or carry out any improvements to the Licensed Space, or the SkyTrain Station or otherwise.

2.4 Licensee's Obligations

The Licensee's obligations to open for business and to pay Fees shall commence on the Commencement Date. The Licensee shall be bound by all of the provisions of this Licence during the Fixturing Period.

2.5 Renewal

If the Licensee has performed all the Licensee's covenants and is not in default hereunder, then the Licensee, on giving at least 6 months written notice to the Licensor prior to the last day of the Term (or the then current renewal term) shall have the right to renew this Licence for 3 successive renewal terms of one year each, upon the same terms and conditions except that there shall be no further right of renewal; and the Minimum Fees and Percentage Fees Rate shall be as set out on page 1.

Despite the foregoing, the Licensor may decline to renew this Licence for the 3rd or 4th renewal term if the Licensor notifies the Licensee that it requires the Licensed Space for its own purposes.

ARTICLE 3– FEES AND PAYMENTS GENERALLY

3.1 Minimum Fees

The Licensee shall pay to the Licensor Minimum Fees by equal consecutive monthly instalments. The first instalment shall be paid by the Commencement Date and subsequent instalments shall be paid in advance on the first day of each month.

3.2 Percentage Fees

The Licensee shall pay to the Licensor Percentage Fees equal to the amount by which Gross Revenue for the Licence Year multiplied by the Percent Fee Rate for such Licence Year exceeds the Minimum Fees payable for such Licence Year.

3.3 Payment of Percentage Fees

Within 15 days after the end of each month, the Licensee shall furnish the Licensor with:

(a) a written statement; in such form as the Licensor may require, signed and certified as correct by the Licensee, setting out in all reasonable detail the amount of Gross Revenue for the immediately preceding month;

(b) a written statement, in such form as the Licensor may require, signed by the Licensee, setting out the amount of Gross Revenue for the immediately preceding broken down by product category and product type; and

(c) payment of the amount, if any, by which Gross Revenue for the Licence Year up to such month multiplied by the Percentage Fee Rate exceeds the Minimum Fees payable for such month and the aggregate of all Minimum Fees and Percentage Fees paid during such Licence Year prior to such month.

3.4 Annual Adjustment of Percentage Fees

Within 90 days after the end of each Licence Year, the Licensee shall furnish the Licensor with a written statement substantially in the form as the Licensor may require, signed by the Licensee and certified as correct by an independent charter accountant or other licensed public accountant acceptable to the Licensor, setting out in all reasonable detail and in any event by months, the amount of Gross Revenue for the preceding Licence Year, accompanied by payment of any adjustment to the Percentage Fees. Any excess of Percentage Fees paid will be refunded by the Licensor without interest within 30 days after delivery of the statement of Gross Revenue or completion of any audit commenced by the Licensor which confirms such excess, provided the Licensor may first deduct any Fees then outstanding.

3.5 No Prejudice

The acceptance by the Licensor of payments of Percentage Fees shall be without prejudice to the Licensor's rights under this Licence to verify Gross Revenue and to collect any additional Percentage Fees found to be due thereby.

3.6 Profit and Loss Statement

Upon request, the Licensee shall submit to the Licensor an audited annual statement of profit and loss for the Licensee's operations under this Licence.

3.7 Fees for Irregular Periods

All Fees shall be deemed to accrue from day to day, and for irregular periods an appropriate pro rata adjustment shall be made in such manner as the Licensor may stipulate. If the Percentage Fees Rate varies within any Licence Year, the manner of calculation of Percentage Fees will be as selected by the Licensor and in any event applied in the manner that results in the highest Percentage Fees.

3.8 Retail Operations Charge

The Licensee shall pay to the Licensor in equal monthly instalments in advance on the first day of each month, as Additional Fees, a retail operations charge, as determined by the Licensor, based on the Floor Area of the Licensed Space to cover costs incurred by the Licensor incidental to retail operations.

For the first fiscal year, such charge will be $3.00 per square foot per annum, and for subsequent fiscal years such rate or amount declared by the Licensor.

3.9 Additional Fees

The Licensee shall pay to the Licensor all sums payable as Additional Fees in the amounts and at the times provided for in this Licence.

3.10 Payments Generally

All payments to be made by the Licensee to the Licensor:

(a) shall be paid, without prior demand and without set-off or deduction, in lawful money of Canada to the Licensor's Agent/Manager, if any, at the Address for Payment or as otherwise directed in writing by the Licensor; and

(b) shall be applied towards amounts outstanding in such manner as the Licensor sees fit, and deemed to be Fees, in partial consideration for which this Licence has been entered into, and shall be payable and recoverable as Fees;

Goods and Services Tax (GST) and any other applicable taxes (whether or not existing on the Commencement Date), must be added to any Fees payable under this Licence.

Any overdue payments will be subject to a charge calculated at 18% per annum, paid by the Licensee as Additional Fees with the next monthly instalment of Minimum Fees, all without prejudice to any other right or remedy of the Licensor.

ARTICLE 4 – TAXES AND CHARGES

4.1 Taxes and assessments

The Licensee shall pay any and all taxes, assessments, fees, charges and rates, including property taxes attributable to the Licensed Space or the property, business, sales, or income of the Licensee before any fine, penalty, interest or costs accrue and

shall furnish evidence of payment to the Licensor upon request. If a separate assessment for the Licensed Space is not levied by any taxing authority, the Licensee will pay to the Licensor, on demand, as Additional Fees, an amount reasonably determined by the Licensor to be equal to the amount attributable to the Licensed Space.

4.2 Capital Tax (if any)

The Licensee shall pay to the Licensor, on demand, as Additional Fees, an amount equal to capital tax levied pursuant to the Corporation Capital Tax Act attributable to the Licensed Space, as determined by the Licensor.

4.3 Municipal and Third Party Charges

The Licensee shall pay any charges, fees or rates assessed or levied by any local government, regulatory authority or other body against the Licensee or attributable to the Licensee's use of the Licensed Space.

ARTICLE 5 - COMMON AREAS

5.1 Licensor's Responsibility

The use, control, cleanliness, operation and maintenance of SkyTrain Stations is the exclusive domain of the Licensor and the expenditures therefor shall be at the sole discretion of the Licensor.

5.2 Increases in Costs

The Licensee shall not do or omit, or permit to be done or omitted, anything that shall cause any costs of the Licensor to increase. If the Licensee does so, then the Licensee shall pay on demand as Additional Fees the amount of such increase.

5.3 No Obstruction

The Licensee shall not, keep or display any merchandise, goods or chattels outside of the Licensed Space or otherwise obstruct any areas outside of the Licensed Space.

5.4 Licence to Use Common Areas

The Licensor grants to the Licensee, as an appurtenant part of this Licence and during the business hours which pertain to this License, the non-exclusive licence to such areas as are designated by the Licensor, for the purposes of access to and from the Licensed Space, subject to the terms of this Licence, to the Rules and Regulations, and to any limitations or requirements prescribed by the Licensor.

ARTICLE 6 - SECURITY FOR PAYMENT

6.1 Charge on Fixtures and Improvements

The Licensee hereby grants to the Licensor a security interest, securing a running account, in all fixtures and improvements on the Licensed Space as security for all obligations of the Licensee. The security interest shall not be discharged if the Licensee is not indebted to the Licensor at any particular time. The Licensor shall have all the rights of a secured party under the Personal Property Security Act of British Columbia. The Licensee waives its right to receive copies of any financing or verification statements and shall execute any documents required to perfect the same. The security interest shall survive the expiry or early termination of this Licence.

6.2 Security Deposit

As security for the performance of the Licensor's Work, if any, as set out in Schedule A, the Licensor may require the Licensee to deliver a letter of credit in the amount required by the Licensor in Schedule A and in compliance with the requirements for letters of credit prescribed by the Licensor.

The Licensor may elect to accept a cash security deposit as an alternative to a letter of credit

6.3 Co-Covenantor(s)

The Co-Covenantor will be jointly and severally liable with the Licensee for due payment of all Fees and other monies payable under this Licence. The Co-Covenantor agrees that its liability will survive any act, omission or circumstance which might otherwise release or diminish the liability of any covenantor, guarantor or surety.

If this Licence is renewed, extended or amended in any way, the Co-Covenantor will continue to be liable and no further acknowledgement, approval or concurrence by the Co-Covenantor will be required to give effect thereto. Any matter approved or agreed upon by the Licensee will be considered to have been approved and agreed upon by the Co-Covenantor, and for this purpose the Licensor may treat the Licensee as the representative of the Co-Covenantor. Any notice or communication made or given to the Licensee will be deemed to be effectively made or given to the Co-Covenantor.

ARTICLE 7 – UTILITIES, SERVICES AND H.V.A.C.

7.1 Utilities, Services and H.V.A.C.

The Licensor may arrange the supply of unmetered utilities and services to the Licensed Space. The Licensee shall pay, upon invoice, as Additional Fees a charge for such utilities and services as reasonably determined by the Licensor on the basis of the Licensee's estimated consumption.

The Licensor will not provide heat, ventilation and air-conditioning to the Licensed Space or any SkyTrain Stations above that already provided, if any.

If the Licensee wishes to supply heat, ventilation and air-conditioning to the Licensed Space, the Licensee must obtain the Licensor's consent and the equipment and devices the Licensee intends to use must be approved by the Licensor. All costs associated with such supply and installation will be borne by the Licensee.

The Licensor makes no undertaking or guarantee that it shall continue to supply utilities and services to the Licensed Space or SkyTrain Stations throughout the Term.

The Licensee shall pay all rates, charges, costs and expenses as may be assessed or levied by all suppliers of utilities directly to the Licensed Space.

ARTICLE 8- INSURANCE

8.1 Licensee's Insurance

The Licensee shall, during the Term and such other time as the Licensee operates in or from the Licensed Space, take out and maintain the following insurance, in such form and with such companies as the Licensor may reasonably approve:

(a) Comprehensive general liability insurance, including, without limitation, contractual liability insurance and non-owned automobile insurance, against claims for bodily injury, death or property damage or loss howsoever arising out of the operations of Licensee to a combined limit as may be reasonably required by the Licensor from time to time but, in any case, of not less than $2,000,000.00 with respect to injury or death to a single person or in respect of any one occurrence concerning property damage, and

(b) All risks property insurance, in limits normal to industry standards for the Licensee's business. Such policy of insurance will contain a waiver of subrogation in favour of the Licensor for property damage occurring as a result of the Licensee's occupancy of the Licensed Space.

Each policy of insurance will contain a provision requiring the insurer(s) to provide the Licensor notice of any claim made against it or against a contractor or subcontractor which may have the effect of reducing the coverage available to satisfy a claim arising out of this License. This notice will be provided at the time that Licensee has advised its insurer(s) of a claim such that the amount of the reserve reduces the amount of available cover to meet a later claim.

Evidence of coverage will be provided to the Licensor on or before the effective date(s) by facsimile transmission, issued by Licensee's insurance underwriters, showing the Licensor as additional insured. A certificate of insurance, properly executed by Licensee's insurer(s), must follow the facsimile transmission.

The Licensee shall further maintain such other insurance in such amounts and upon such terms as the Licensor may reasonably determine from time to time.

Evidence satisfactory to the Licensor of all such policies of insurance shall be provided to the Licensor upon request.

8.2 Increases in Rates

The Licensee shall not do or omit or permit to be done or omitted anything which causes or could cause an increase to the Licensor's insurance rates or cancellation of insurance. The Licensee shall pay to the Licensor, on demand, any such rate increase as Additional Fees. If any insurance policy or part thereof is cancelled or threatened to be cancelled, the Licensee shall forthwith remedy such act or omission upon request by the Licensor, and failure to do so shall entitle the Licensor, at its option to terminate this Licence forthwith.

ARTICLE 9 - USE AND OPERATION

9.1 Permitted Use and Operating Name

The Licensed Space shall be used for the Approved Purpose only unless otherwise approved in writing by the Licensor. The Licensee shall not engage in any business or activity, sell, stock or distribute any product or offer any service proscribed by the Licensor from time to time.

The Licensor shall, unless otherwise approved in writing by the Licensor:

(a) sell and/or supply, at retail, only the merchandise and/or services listed in Schedule B;

(b) stock or store in the Licensed Space only such merchandise as the Licensee is authorized by this License;

(c) carry on business under the Operating Name set forth on page 1.

9.2 Covenant to Operate

The Licensee shall throughout the Term continuously operate and utilize the entire Licensed Space and conduct its business therein in compliance with this License The Licensee acknowledges that the Licensor is executing this Licence in reliance upon the Licensee's covenant herein and such covenant is a material element inducing the Licensor to execute this Licence.

9.3 Character of Business

The Licensee shall conduct its business in first class and reputable manner.

The Licensee acknowledges that the Licensee and other retail operators at SkyTrain Stations are to be or have been selected on the basis of their goods and services and the mix and overall retail offering of such goods and services, and that no material change in the nature or character of the business carried on by the Licensee or in the quality of goods and services shall be permitted without the consent of the Licensor.

The Licensee shall engage sufficient suitable personnel, equipment and vehicles to provide a standard of service that is safe, prompt, reliable, efficient and polite, and personnel shall be trained to achieve those ends and shall be properly groomed and attired all to the reasonable satisfaction of the Licensor.

The Licensee hereby authorizes the Licensor and its representatives to enter the Licensed Space from time to time to monitor the character and quality of products and services offered and courtesy of staff, and for general quality control and customer-service purposes.

The Licensee acknowledges that its proposal submitted in response to the Licensor's request for proposals #SR-2004-001 was material in inducing the Licensor to execute this Licence, and the Licensee agrees that it shall adhere to and perform the undertakings and representations contained in its proposal.

9.4 Hours of Business

The Licensed Space shall be open for business to the public during the hours specified by the Licensor from time to time. The Licensee acknowledges that where the only access to the Licensed Space is through the public areas of the SkyTrain Station, the public will not, and the Licensee may not be permitted access to the Licensed Space outside of the operating hours of the rapid transit system.

If the Licensee fails to open for business during hours designated, the Licensee shall pay, as liquidated damages, and in addition to any other amounts payable under this Licence, an amount equal to 1/6 of the daily Minimum Fees for each hour the Licensee is not open for business. The parties agree this represents a genuine pre-estimate of damages which would be suffered by the Licensor in the event of a failure to remain open by the Licensee.

9.5 Safety and Security

The Licensor may from time to time prescribe measures and requirements to enhance and reinforce safety and security. The Licensor agrees to observe and comply with such measures and requirements.

The Licensee shall comply with the Licensor's requirements relating to personnel identification systems and security clearance procedures, including the requirement that employees submit to and provide the Licensor with the results of criminal records checks. The Licensor shall pay to the Licensor on demand all charges levied by the Licensor for such systems and procedures.

Persons reasonably considered by the Licensor to be unsuitable or to pose a risk may be declared by the Licensor as ineligible and disqualified from working in or in association with the Licensed Space. The Licensee will not employ or engage, or will cease to employ or engage, any persons so identified.

The Licensor shall have the right to cancel or temporarily suspend this Licence if the Licensee's operation or personnel poses a safety or security risk. The Licensor contemplates working with the Licensee to address such risk before cancellation or termination. In the case of imminent or unacceptable risk it may be impracticable to do so.

9.6 Safety and Operations Programs

The Licensee will ensure that each of its managers responsible for operations at the Licensed Space attends a training session organized by the Licensor at the earliest scheduled course date and obtains a "Certificate of Completion" or other confirmation of completion from the Licensor. The course will be provided by the Licensor at no additional cost to the Licensee.

The Licensee will ensure that each employee at the Licensed Space is made aware of and provided training on issued covered in the above training course within three months of employment at the Licensed Space.

9.7 Security of the Licensed Space

The Licensee is solely responsible for security of the Licensed Space and its contents, at all times.

9.8 Transportation System

The Licensee acknowledges that the Licensed Space is located on premises forming part of the rapid transit system, an operating rail transportation system providing public transit. The Licensee recognises that the safety, security and operation of public transit is paramount to the Licensor and the Licensor at all times has the right and power to conduct its operations as the Licensor determines. The Licensee acknowledges that disruptions to the Licensee's operation will from time to time occur, and that operating requirements, special events and activities, and safety and security measures, precautions or concerns and other matters will from time to time adversely impact the Licensee's operation. The Licensee acknowledges that the Licensor will have no liability whatsoever to the Licensee in connection with or arising from the foregoing, Despite the foregoing the Licensee will remain liable to pay the Fees and otherwise comply with this Licence.

The Licensee acknowledges that: (i) passenger flow must not be impeded by the Licensee's operations; (ii) any inconvenience to passengers arising Licensee's operations, must be minimal; and (iii) the Licensee will take and implement such steps and measures as the Licensor may prescribe, to give effect to the foregoing, and such steps and measures might entail temporary closure of the Licensee's operations during peak passenger flow periods.

9.9 Acknowledgement

The Licensee acknowledges that no exclusive right, pre-emptive right, right of first opportunity, or other similar right, express or implied, is given to or conferred upon the Licensee under or by virtue of or related to this Licence with regard to any use, merchandise or service, or otherwise whatsoever.

9.10 Licensor Identification

The Licensee will promote the names "SkyTrain" and "TransLink" and other identifying names and marks which the Licensor instructs the Licensee to use in connection advertising of its business in the Licensed Space. .The Licensee does not have nor will it acquire any rights in such names or marks and will promptly abandon or assign to the Licensor any such rights which the Licensee may acquire by operation of law.

9.11 Display Transit Schedules, Brochures

The Licensee will, upon request of the Licensor prominently display transit schedules, brochures and associated materials and allow reasonable space on the storefront or counter therefor. The Licensor will be permitted to place directional and other operational signage on the Licensed Space.

9.12 Corporate Sponsors

The Licensee acknowledges that the Licensor plans to enter into contractual arrangements to grant various parties the status of official sponsors, suppliers and advertisers for the rapid transit system and the Licensee agrees that it will take all reasonable steps to co-operate with the Licensor in such sponsorship program including as may be required by the Licensor regarding limitations on advertising in or about the Licensed Space and giving preference to suppliers designated by the Licensor, provided that in doing so the Licensee will not be obligated to breach or infringe its own contractual obligations with its suppliers.

9.13 Signs and Advertising

The Licensee shall not erect or install exterior signs or interior window or door signs or advertising media or window or door lettering or placards unless approved by the Licensor. Any installation requiring the Licensor's approval which has not been received shall be subject to immediate removal without notice at the Licensee's cost. The Licensee shall not install or erect signs of any kind in common areas.

All signs and advertising practices of the Licensee shall comply with the Rules and Regulations and the Licensor's advertising policy in effect from time to time.

The Licensee shall not install any exterior lighting, appurtenances or decorations without the consent of the Licensor.

The Licensee shall not distribute, outside of the Licensed Space, handouts, samples, cards or flyers of any kind.

The Licensee may advertise or promote only such merchandise and services set out in Schedule B.

9.14 General Prohibitions

The Licensee shall not divert to another location business that would normally be transacted from the Licensed Space.

Anything to the contrary notwithstanding:

(a) The Licensee shall not permit any franchisee, licensee, concessionaire or others to operate from the Licensed Space without the consent of the Licensor.

(b) The Licensee shall not use or permit any part of the Licensed Space to be used for or in connection with:

(i) a bank or the supply or sale of financial services or insurance; or

(ii) the operation of coin-operated machines;

(iii) advertising (other than of merchandise and services expressly permitted to be sold or supplied pursuant to this License).

9.15 Compliance with Laws, Rules and Regulations

The Licensee shall carry on and conduct its business and all activities on or from the Licensed Space in compliance with all applicable laws, statutes, by-laws, rules, regulations, declarations, ordinances, directives, orders, requirements and directions of any governmental and regulatory authorities.

The Licensee shall comply at its expense with all Rules and Regulations. The Licensor shall not be responsible to the Licensee for the non-observance or violation of the Rules and Regulations by any other person.

9.16 Nuisance

The Licensee shall not do or omit or permit to be done or omitted anything which could result in any nuisance in or about the Licensed Space, whether to the Licensor or any other party, as determined by the Licensor.

The Licensee shall not use any equipment or media in any manner capable of being heard or viewed from outside the Licensed Space.

9.17 Emergency Access

During any emergency, the Licensor shall have full and free access to the Licensed Space. The Licensee acknowledges that the Licensor may be required to break the locks or open a door with force in order to gain such immediate access.

ARTICLE 10- LICENSEE'S RECORDS

10.1 Records

The Licensee shall record all transactions, whether for cash or credit, at the time they are made in cash registers or other devices which include an automatic tape or other permanent storage medium and such other control features as are required and approved by the Licensor from time to time.

The Licensee shall keep, on the Licensed Space or in the metropolitan area of the City of Vancouver, for a period of not less than seven (7) years following the end of each Licence Year, original sales records which shall show inventories and receipts of merchandise at the Licensed Space and all pertinent daily receipts from all transactions of any business conducted upon the Licensed Space, and including records normally examined pursuant to generally accepted accounting principles in performing an audit of Gross Revenue;

The Licensee shall require and ensure that its sublicensees, concessionaires, assignees or licensees maintain records and furnish statements to the Licensor in the same manner as required of the Licensee, and that they make them available to the Licensor for all purposes set out in this Article 10. The Licensee shall be deemed to warrant the accuracy of such records and statements.

10.2 Rights of Inspection and Audit

The Licensor, its accountants and auditors shall have the right to inspect and audit all records and information required to be prepared and kept by the Licensee as well as such other information necessary to verify Gross Revenue.

If the Licensee fails to deliver any statement required by and in accordance with Sections 3.3 or 3.4, the Licensor shall have the right to employ an independent accountant to examine such books and records necessary to certify the amount of Gross Revenue for the preceding month or Licence Year, as the case may be. If the Licensee fails to allow the Licensor to exercise such rights, either by denying access or because such books and records are non-existent or inadequate, the Licensee shall be deemed to be in default of this Licence.

If any audit discloses an understatement of Gross Revenue, the Licensee shall immediately pay to the Licensor the amount of the deficiency in Percentage Fees. If the understatement is more than three percent (3%) of the amount disclosed in the statement, the Licensee shall pay to the Licensor's costs for the audit together with an administration fee of twenty percent (20%) of such costs, and the Licensor, at its option, may immediately terminate this Licence.

ARTICLE 11 - CLEANING, REPAIR

11.1 Cleaning

The Licensee shall keep the Licensed Space, including the inside and outside of all glass, windows and doors and all exterior surfaces, in a neat, clean and sanitary condition and shall not allow any refuse or other loose or objectionable material to accumulate in or about the Licensed Space.

Where the Licensed Space includes a cooking exhaust system, the Licensee shall clean of such system, including hoods, ductwork, fans and all associated devices and equipment, both in the Licensed Space and through the SkyTrain Station, at the Licensee's expense.

The Licensee shall dispose of kitchen grease, if any, by placing such grease in appropriate containers and removing such containers from the Licensed Space on a regular basis. The Licensee shall immediately clean any spills occasioned by the transfer of the containers from the Licensed Space.

11.2 Licensee's Repairs

The Licensee shall repair the Licensed Space (excepting only reasonable wear and tear and repairs to or affecting foundations, structural sub-floors, columns and beams, and structural portions of bearing walls and roofs) including damage to glass, mouldings, signs, doors, hardware, lighting, improvements, walls, fixtures, thresholds and all trade fixtures and furnishings and shall redecorate as required by the Licensor and maintain in good condition the interior of the Licensed Space, any appurtenances thereto and any apparatus or equipment therein.

The Licensee shall keep well-painted and finished at all times the interior of the Licensed Space and shall keep all plumbing facilities and all drains in good repair and working order. The Licensee shall not make any opening in any ceiling or roof without the prior consent of the Licensor. The Licensee, its employees or agents shall not mark, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork.

11.3 View Repairs

The Licensor may enter the Licensed Space at any time to view the state of repair and the Licensee shall repair according to notice in writing from the Licensor.

11.4 Licensor May Repair

If the Licensee fails to repair or is not proceeding diligently to repair, and upon notice from the Licensor within fourteen (14) days of receipt thereof, or forthwith in the event of an emergency, the Licensor may make such repairs without liability to the Licensee for any loss or damage that may occur to the Licensee's merchandise, fixtures or other property, or to the Licensee's business by reason thereof unless such loss or damage is caused by the negligence of the Licensor, its agents, employees, contractors or those or whom it is in law responsible.

ARTICLE 12– CONSTRUCTION, ALTERATIONS

12.1 Fixturing Period

The Licensee shall be responsible for all work required by the Licensee or necessary to complete the Licensed Space for use, including the work described in Schedule A to be performed by the Licensee (the "Licensee's Work"), if any, and agrees that the Fixturing Period is sufficient to permit the Licensee to complete the work. During the Fixturing Period, the Licensee shall be entitled to access to the Licensed Space for the purpose of carrying out the Licensee's Work and stocking the Licensed Space.

Within ninety (90) days following the Commencement Date, the Licensee shall deliver to the Licensor a statement in writing, certified as correct by the senior financial officer of the Licensee, setting forth the capital costs incurred by the Licensee in completing the Licensee's Work, together with such evidence as the Licensor may require to support the calculation of the same, all in such form as may be prescribed from time to time by the Licensor.

12.2 Licensee's Construction and Alterations

The Licensee shall not carry out any construction, alterations, renovations or repairs to the Licensed Space, including during the Fixturing Period, without: (i) first obtaining the Licensor's consent; (ii) first obtaining all municipal permits and approvals and providing evidence thereof to the Licensor; and (iii) complying with Section 9.15 and providing evidence thereof to the Licensor.

All fixtures installed by the Licensee and materials used shall be new.

The Licensee shall not install any special locks, safes, or apparatus for illuminating or refrigerating the Licensed Space without the Licensor's consent.

When seeking the Licensor's consent, the Licensee shall present plans and specifications of the proposed work.

All work shall be performed in accordance with the terms and conditions set out in the Licensor's consent by competent contractors and subcontractors.

The Licensee shall promptly pay all contractors, material suppliers and workers and shall ensure that no claim of builders lien is filed. If any builders lien is filed, the Licensee shall immediately cause the lien to be released and discharged, and for this purpose, will, if required, post monies into court.

The Licensee shall, at no cost to the Licensor, obtain and deliver to the Licensor an irrevocable licence in favour of the Licensor of the copyright of the drawings, plans and specifications relating to the work.

The Licensee shall supply to the Licensor one copy of as-built drawings of any work performed no later than thirty (30) days following completion of the work.

12.3 Licensor's Alterations

The Licensor reserves the right to:

(a) make any changes to the apparatus, appliances, conduits, ducts, equipment, pipes or structures of any kind in the Licensed Space where necessary to serve other parts of the SkyTrain Station or meet operational needs;

(b) change pedestrian traffic patterns, alter the location and nature of any common areas, close off parts thereof, erect additions thereto or extend any part thereof;

(c) make alterations or additions to SkyTrain Stations; and

(d) build adjoining the Licensed Space, in which case the Licensee shall permit entry upon the Licensed Space for the purpose of conducting work necessary to preserve the SkyTrain Station from damage occasioned by such construction.

ARTICLE 13 – SUBSTANTIAL DAMAGE AND DESTRUCTION

13.1 Abatement

If the Licensed Space shall be damaged or destroyed such that the Licensed Space or any substantial part thereof is rendered unfit for operation by the Licensee for any period in excess of ten (10) days, then from the date of damage and until the Licensed Space is again capable of operation Minimum Fees shall abate in proportion to the part or parts of the Licensed Space not capable of operation, unless the damage was caused by the fault or negligence of the Licensee or others under its control.

13.2 Termination

In the event of damage to or destruction of the Licensed Space or of any other portion of the SkyTrain Station (whether or not the Licensed Space was affected) which is incapable of being rebuilt or repaired with reasonable diligence within one hundred and eighty (180) days of the date of such destruction and damage, the Licensor may within sixty (60) days of the date of such damage or destruction and on giving thirty (30) days notice to the Licensee declare this Licence terminated forthwith and the Term shall be deemed to have expired and the Licensee shall yield up the Licensed Space accordingly. Fees shall be apportioned and shall be payable up to the date of termination and the Licensee shall be entitled to be repaid any Fees paid in advance and unearned or an appropriate portion thereof.

ARTICLE 14 – ASSIGNMENT AND SUBLICENSING

14.1 Assignment and Sublicencing

The Licensee shall not transfer or assign this Licence or sublicence any part of the Licensed Space or allow another person to use any part of the Licensed Space without obtaining the Licensor's consent. Any request for consent shall be accompanied by a copy of the assignment or sublicence offer. The Licensee shall furnish to the Licensor upon request information as to the reputation, financial standing and business of the proposed assignee or sublicensee. The consent by the Licensor in any instance shall not constitute a waiver of the necessity for consent to any subsequent assignment or sublicence.

Any assignment or sublicence is subject to the assignee or sublicensee entering into an assumption agreement with the Licensor, in a form and on terms and conditions required by the Licensor, undertaking to perform and observe the obligations of the Licensee hereunder.

No rights under this License shall enure to the benefit of any assignee unless the assignment has been approved by the Licensor and the assignee has executed the assumption agreement.

Notwithstanding any assignment or sublicence, the Licensee shall remain fully liable under this Licence during the Term and any renewal. The Licensee shall ensure any assignee or sublicensee complies with all of the terms and conditions of this Licence.

The Licensee shall deliver to the Licensor a certified statement of the Licensee's Gross Revenue to the date of any assignment or sublicence.

The prohibition against assigning or sublicencing shall be construed to include a prohibition against any assignment or sublicence by operation of law.

In the Licensee is a corporation, any change of control, as defined in the *Company Act* (British Columbia) or any successor enactment, shall be deemed to be and assignment of this Licence and terms and conditions of this Article 14 shall apply. The Licensor may (without limiting the application of Section 17.1) require a co-covenantor or co-covenantors upon the provisions set out in Section 0 or similar provisions reasonably prescribed by the Licensor as a condition of giving its consent.

ARTICLE 15– INDEMNITY AND LIABILITY

15.1 Indemnity

The Licensee hereby covenants and agrees to indemnify the Licensor, its directors, officers, employees, consultants, contractors, agents, successors and assigns (collectively the "Indemnitees") against all liability, claims, damages or expenses (including actual legal fees and disbursements) which may arise as a result of the Licensee's use of the Licensed Space, including arising from any act or omission of the Licensee, its directors, officers, employees, agents, invitees or licensees, or arising out of any breach by the Licensee of any provision of this Licence, including liability for injury or damage to the person or property of the Licensee's directors, officers, employees, agents, invitees or licensees.

15.2 Liability

The Licensee is solely responsible for all acts or omissions due to or caused by any person at any time while the Licensee is using the Licensed Space, and the Licensee shall indemnity the Licensor from any and all such claims and losses. The Licensor shall not be liable for any loss, injury or damage caused to persons using the Licensed Space, or for the loss of any property by theft or otherwise. All property kept or stored in the Licensed Space will be at the sole risk of the Licensee.

The Licensor will not be liable for any interference or inconvenience caused by alterations, improvements, damage, maintenance or repairs to the SkyTrain Station or any part thereof, or by failure or interruption in the supply of water, electricity or any other facility or utility, unless caused by the negligent act or omission of the Licensor.

The Licensee's obligations under Section 15.1 and 15.2 shall survive the termination of this Licence.

ARTICLE 16- DEFAULT, REMEDIES, TERMINATION

16.1 Default

If and whenever:

(a) the Licensee is in default in any payment hereunder and such default continues for five (5) days following notice by the Licensor; or

(b) any goods, chattels or equipment located in the Licensed Space is taken in execution or attachment, or if any writ of execution is issued against the Licensee, or the Licensee or its parent company becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute or legislation that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver is appointed; or

(c) the Licensee fails to observe and perform each and every provision of this Licence (except where Section 16.1(d) applies) and such failure is not cured, in the case of monetary payments, within the period stipulated in Section 16.1(a) or, in the case of any other default, within fourteen (14) days following notice from the Licensor requiring that the Licensee remedy, correct or comply or, in the case of any such default which would reasonably require more than fourteen (14) days to rectify, unless the Licensee commences rectification within the said fourteen (14) day notice period and thereafter promptly and diligently and continuously proceeds with the rectification; or

(d) the Licensee fails to comply with any provision of this Licence and the Licensee has, in the immediately preceding three year period, failed to comply with the same or a similar or related provision on at least two other occasions (notwithstanding that any of such failures may have been subsequently cured);

then, at the option of the Licensor, this Licence may be terminated and the Term shall then immediately become forfeited and void, and the Licensor may without notice or any form of legal process whatever forthwith re-enter and re-take the Licensed Space, anything contained herein or in any statute or law to the contrary notwithstanding.

16.2 Licensor May Perform

If the Licensee fails to comply with any provision of this Licence, subject to rectification within the period set out in Section 16.1(c), the Licensor may, but shall not be obliged to, at its discretion and without prejudice, rectify the default of the Licensee at the expense of the Licensee. For such purpose the Licensor do or cause to be done such things as may be required including entry upon the Licensed Space. The Licensee shall pay to the Licensor, on demand, as Additional Fees the cost thereof together with an administration fee of twenty percent (20%) of such cost.

16.3 Cost and Interest

All costs, including the legal costs, incurred by the Licensor as a result of any default by the Licensee shall forthwith on demand be paid by the Licensee as Additional Fees.

16.4 Vacate Upon Termination

At the termination of this Licence, the Licensee shall yield up the Licensed Space in the same condition as the Licensed Space was in on the Commencement Date, subject to reasonable wear and tear and the Licensee's rights and obligations in respect of removal of trade fixtures in accordance with Sections 16.5, and the Licensee:

(a) shall surrender all keys for the Licensed Space and the SkyTrain Station to the Licensor and shall inform the Licensor of all combinations on locks, safes and vaults, if any, and provide keys therefor as applicable; and

(b) shall, immediately before the expiration of the Term, wash the floors, windows, doors, walls and woodwork of the Licensed Space and shall not, upon such expiration, leave upon the Licensed Space any refuse.

16.5 Removal of Fixtures

So long as the Licensee is not in default hereunder, the Licensee shall, at the expiration of the Term, remove its trade fixtures from the Licensed Space and make good any damage resulting from the installation or removal thereof;

Should the Licensee abandon the Licensed Space or should this Licence be terminated or the Licensor become entitled to re-enter the Licensed Space, all trade fixtures and furnishings of the Licensee shall, except to the extent the Licensor requires their removal, become and be deemed to be the property of the Licensor, without indemnity to the Licensee and on account of damages in respect of such failure or default and without prejudice to any other right or remedy of the Licensor.

All additions and improvements permanently installed in the Licensed Space, including floor coverings and light fixtures, are hereby deemed not to be trade fixtures and shall remain upon and be surrendered with the Licensed Space except to the extent the Licensor requires their removal.

If the Licensee fails to remove its trade fixtures, they shall become the property of the Licensor except to the extent that the Licensor continues to require their removal.

Notwithstanding that any trade fixtures, fixtures, additions or improvements are or may become the property of the Licensor, the Licensee shall forthwith remove all or part of the same and make good any damage caused to the Licensed Space resulting from their installation or removal, at the Licensee's expense, should the Licensor so require.

16.6 Additional Rights on Re-Entry

If the Licensor shall re-enter the Licensed Space or terminate this Licence, then:

(a) the Licensor may use such force as it may deem necessary to gain admittance to and retake the Licensed Space. The Licensee hereby releases the Licensor from all claims and demands arising from such entry or in connection therewith;

(b) the Licensor may, re-licence the Licensed Space or any part thereof for a term or terms which may be less or greater than the balance of the Term and may grant reasonable concessions in connection therewith; and

(c) the Licensee shall pay to the Licensor on demand:

  (i) such reasonable expenses of the Licensor with respect to re-entering, terminating, re-licencing, collecting sums due by the Licensee, realizing upon assets seized, including brokerage and legal fees; and

  (ii) as damages for the loss of Fees and other income the Licensor expected to derive from this Licence an amount equal to the then current month's Minimum Fees, Percentage Fees and Additional Fees and, as accelerated fees, Minimum Fees and estimated Percentage Fees and Additional Fees for the next ensuing three (3) months.

16.7 No Waiver

Any failure of the Licensor to enforce any provision of this Licence is not a waiver of that provision nor does it affect any right the Licensor may have to enforce the provision or to consider the failure a breach of this Licence. A waiver must be express and in writing before it has legal effect.

16.8 Remedies Cumulative

No reference to or exercise of any specific right or remedy by the Licensor shall prejudice or preclude the Licensor from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Licensor may from time to time exercise any one or more of such remedies independently or in combination.

16.9 Holding Over

If, after the expiration or other termination of the Term, the Licensee fails to discontinue use or operation of the Licensed Space, the Licensee shall be a monthly licensee at the aggregate of:

(a) a minimum monthly fee agreed to between the parties or, failing agreement, a minimum monthly fee equal to twice the monthly Minimum Fees payable during the last Licence Year;

(b) Percentage Fees calculated based on the Percentage Fees Rate during the last Licence Year; and

(c) Additional Fees as herein provided,

and subject to all of the other provisions in this Licence insofar as the same are applicable to a month to month licence, and a licence from year to year shall not be created by implication of law. Nothing herein contained shall preclude the Licensor from taking action for full possession and control of the Licensed Space.

16.10 Survival

Notwithstanding any termination of this Licence, re-entry by the Licensor, re-licencing, or the Term becoming expired or forfeited or void, or any other enforcement or exercise of any remedies by the Licensor, the provisions of this Licence relating to the consequences of any such termination or other such event shall survive.

16.11 Cross Default

Any breach or default on the part of the Licensee under any other agreement to which the Licensee is a party with the Licensor shall constitute default on the part of the Licensee under this Licence, and if as a result of such breach or default the Licensor is entitled to terminate such other agreement then the Licensor shall be entitled to terminate this Licence. Any breach or default on the part of the Licensee under this Licence shall constitute a default by the Licensee under every other such agreement.

ARTICLE 17- GENERAL

17.1 Consents and Approvals

No provision in this Licence requiring the Licensor's consent or approval shall be deemed to have been fulfilled or waived unless consent or approval in writing has first been obtained in each instance.

Where any provision requires the Licensor's consent or approval, the Licensor may stipulate requirements and terms as a condition of giving such consent or approval, and the Licensor may withhold consent or approval until such requirements and terms have been satisfied.

17.2 Unavoidable Delay

Notwithstanding anything in this Licence to the contrary, neither party shall be deemed to be in default of this Licence, other than a term requiring the payment of any sum, if any failure or delay in performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, act of God, or other cause beyond the control of such party, other than lack of funds or other financial reasons.

In the event a strikes, lock out or other labour disruption concerning the Licensor's employees result in closure of the rapid transit system for more than three (3) consecutive days, Minimum Fees will abate for the duration of the closure. The Licensor will have no further liability in connection with any such event, and the Licensee will otherwise fully perform in accordance with the terms of this Licence. Such abatement will be calculated and applied as reasonably directed by the Licensor.

17.3 Relationship of Parties

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

17.4 Applicable Law, Venue

This Licence shall be governed and construed by the laws of the Province of British Columbia. The venue of any proceedings taken in respect of this Licence shall be Vancouver, British Columbia.

17.5 Freedom of Information and Protection of Privacy

The Licensor is subject to the Freedom of Information and Protection of Privacy Act. Information concerning this Licence and related matters is subject to disclosure under that Act, as applicable.

17.6 Relocation for Operational Requirements

The Licensor shall have the right, upon giving the Licensee not less than 120 days written notice, to provide the Licensee with other space in substitution for the Licensed Space, either on a temporary basis or for the remainder of the Term where the Licensed Space is required for the Licensor's operational needs, as determined by the Licensor. The Licensee agrees to surrender the Licensed Space and move to such

new space effective the relocation date set out in the notice. Payment of the costs of moving the Licensee to the new location will be negotiated between the Licensor and the Licensee during the notice period; provided that the Licensor will not be responsible for any business, economic or indirect or consequential loss or damage of the Licensee of any nature whatsoever.

This Licence will be deemed amended by substituting the new space for the Licensed Space and by making the appropriate adjustment to the Floor Area.

17.7 Registration

The Licensee shall not register this Licence or any assignment or sublicence against the subject lands in any public registry.

17.8 Limitations and Reservations

The licences granted by the Licensor under Sections 2.1 and 5.4 are limited to the tenure or rights held by the Licensor or to which the Licensor is entitled, and are subject to subsisting encumbrances, rights and claims of others to the subject lands. The Licensor does not warrant that the Licensee is entitled to exclusive or unlimited occupancy of the Licensed Space or of any common areas. The licences granted by the Licensor under Sections 2.1 and 5.4 are also subject to any limitations in the authority, power and capacity of the Licensor. By this Licence the Licensor grants to the Licensee no more than that which the Licensor can lawfully confer. There is no implied covenant by the Licensor for quiet enjoyment. The Licensee's remedy in connection with any deficiency in the Licensee's use or enjoyment of the Licensed Space or the Common Areas, or any deficiency in the tenure or rights held by the Licensor or to which the Licensor is entitled or is able to confer to the Licensee, or any limitations in the authority, power or capacity of the Licensor, shall be limited to a claim against the Licensor for damages only, and the Licensor's liability, if any, in connection with any such claim will be limited to the Minimum Fees paid by the Licensee under this Licence for the first Licence Year. In case of any such deficiency or limitation, the Licensor may terminate and cancel this Licence, without liability (except as previously stated, if any) to the Licensee in connection with such termination or cancellation. The Licensor will not be liable for any business, economic or indirect or consequential loss or damage.

17.9 Agent / Manager

The Licensor may from time to time appoint an Agent/Manager to administer this License on the Licensor's behalf. As at the date of execution of this License by the Licensor, the Agent/Manager is the entity identified on page 1, if any. The Licensor hereby directs that the Licensee deal with its Agent/Manager in connection with this Licence, unless otherwise advised in writing by the Licensor.

The Licensee acknowledges and accepts that all rights, powers and entitlements of the Licensor in connection with this Licence may be exercised and enforced by its Agent/Manager, and the benefits thereof extend and apply to its Agent/Manager.

17.10 Time of the essence

Time shall be of the essence hereof.

17.11 Notices

Any notice to be given under this Licence shall be in writing and may be either delivered personally or sent by facsimile or by registered or certified mail and, if so mailed, shall be deemed to have been given five (5) days following the date upon which it was mailed. The addresses of the parties for the purpose hereof shall be, unless one party otherwise advises the other party in writing, for the Licensee, the address of the Agent/Manager on page 1 with a copy sent to the Licensor's address on page 1, and in the case of the Licensee, the address on page 1 or, in the event that no address is so set forth, at the address of the Licensed Space. Despite the foregoing, during the currency of any interruption in the ordinary postal service, any notice to the Licensee may be left at the Licensed Space and shall be effective upon being so left.

17.12 Interpretation

The headings are inserted for reference only and shall not affect the construction of this Licence or any provision hereof.

Whenever the singular or masculine or neuter is used in this Licence, the same shall be construed to mean the plural or feminine or body corporate where the context of this Licence or the parties hereto may so require. The words "include" or "including" as used herein shall not be construed as words of limitation.

17.13 No Transfer on Bankruptcy

Neither this Licence nor any interest of the Licensee herein shall pass or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Licensee or otherwise by operation of law.

17.14 Successors and Joint and Several

All rights and liabilities herein contained shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties and if the Licensee is comprised of more than one person, then each person shall be bound jointly and severally by the terms herein.

Should any provision of this Licence be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Licence and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

SCHEDULE A

LICENSEE'S WORK

SCHEDULE B

MERCHANDISE ITEMS / SPECIFIED SERVICES

[♦]

SCHEDULE C

DRAWING(S) OF THE LICENSED SPACE

Attached.