

 THE EXECUTIVE CENTRE	THE EXECUTIVE CENTRE SERVICED OFFICE LICENSE AGREEMENT
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Date of Issue: March 9, 2016

Contract no.: SJG20160302-38-39-40-41-42

The Executive Centre Japan K.K. (TEC)	
Tokyo Bankers Club Building	
Level 15 Tokyo Bankers Club Building, 1-3-1 Marunouchi, Chiyoda-ku, Tokyo 100-0005	
Contact Details	
Tel: +81 (3) 3216 7200	Fax: +81 (3) 3216 7210

License Fee	
Monthly License Fee	JPY 1,890,000 + tax
Commencement Date of Initial Term	1 April 2016
End Date of Initial Term	30 June 2016
Deposit	
Deposit	Waived

Connectivity Package	
Standard Rate (not including outgoing call fee)	JPY 158,000 + tax

The Client shall have the right to use the items in the Accommodation specified in the following inventory:

Desks	20	Waste Paper Baskets	20
Pedestals	20	Filing Cabinets	6
Chairs	20	Coat Stand	1

This agreement shall be terminated at the end of the current license period.

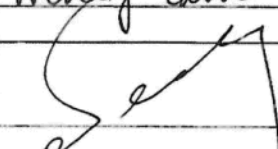
Client - Registered Address	
Company Name: BC Trade and Investment Representative Office c/o Government of British Columbia	
Address: 730-999 Canada Place, Vancouver, BC V6C3E1 Canada	
Contact:	Avrom Salsberg
Telephone:	+1 604 775 2100
Fax:	+1 604 775 2197
Email:	asalsberg@britishcolumbia.ca
Enterprise Identification No.	

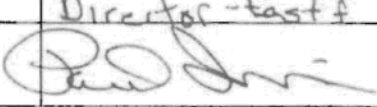
Client - Invoicing Address (if different from above)	
Address: 288-800 Hornby St, Vancouver BC V6Z 2C5 Canada	
Contact:	Paul Irwin, Director - North Asia
Telephone:	+1 604 660 5906
Fax:	+1 604 660 2251
Email:	

Accommodation in the Centre (the Unit)	
Unit S.15	
Room(s):	

Additional Provisions	
1) This Agreement is supplemented by "Agreement supplementing", agreed between BC Trade and Investment Division of the Ministry of International Trade and The Executive Centre 2) This Agreement is supplemented by the "Platinum Corporate Client Agreement", agreed between BC Trade and Investment Division of the Ministry of International Trade and The Executive Centre	

For EFT/TT transactions, please wire Bank: Sumitomo Mitsui Banking Corporation, Shibuya Ekimae branch
 Address: 1-2-2 Dogenzaka, Shibuya-ku, Tokyo 150-0043 Japan
 Account No.: S.21
 Account Name: The Executive Centre Japan K.K.
 SWIFT Code: SMBCJPJT

For and on behalf of TEC	
Name (printed):	Wendy Lam
Title:	
Signature:	

For and on behalf of Client	
Name (printed):	Paul IRWIN
Title:	Director - East A
Signature:	

This Agreement is made between TEC and the Client (as specified above) and the Client confirms that the Client has read and understood the Terms and Conditions overleaf and agrees to be bound by them and TEC agrees to provide the services and facilities as mentioned overleaf.

TERMS AND CONDITIONS

1. FACILITIES AND SERVICES

(a) In consideration of the payment by the Client of the License Fee, TEC provides the Unit to the Client in share with TEC the use of the Unit from the Commencement Date specified hereafter until this License is terminated in accordance with the provisions within this License.

(b) TEC shall provide to the Client:

1. On a 24-hour basis, 365 days a year except during periods of maintenance the following facilities:

- Access to the Unit
- Furniture as specified hereafter
- Voicemail with call forwarding functions
- Common with other clients of the Premises, the corridors, café and rest rooms

II. During the normal operating hours of the Premises excluding weekends and public holidays TEC will provide the Client the following facilities:

- Reception, waiting area and café
- Daily cleaning service Monday to Friday
- Air-conditioning
- Maintaining client office when out of town
- Coffee and selection of teas
- 5 (five) day complimentary use of a workstation per month in any of the locations in which TEC is present except for the city detailed on the front of this License
- Mail delivery to Unit

III. The following Connectivity Package includes:

- Internet: LAN port to the office (one per desk), 24-hour Internet connectivity and office hour maintenance of the Internet connection
- Telecommunications: Telephone handset (one per desk), telephone number (one per handset), maintenance, voicemail and telephone answering. Usage/pulse costs are charged in addition to the monthly fee

(c) A range of business services ("Services") provided by TEC or suppliers of TEC shall be available to the Client at rates stipulated within TEC's price-guides. In the event that TEC or any business affiliate of TEC provides the Client a Service TEC shall charge the Client at the stipulated rate detailed within TEC's price guides. TEC reserves the right to review, add or change the prices within the Services within the price guides by giving 1 month's notice to the Client.

2. PAYMENT AND DURATION

(a) The Client shall, for the duration of this License prior to the first working day of each month, pay to TEC whether demanded or not (and by monthly direct debit if required) the License Fee and Connectivity Package specified hereafter, the first proportionate payment to be made on the signing of this License in respect of the period from the Term Commencement Date to the end of the calendar month.

(b) Pay to TEC within 7 days of the invoice issue date (or monthly direct debit if required) the Services provided by TEC to the Client. The Client will notify TEC in writing of any disputes within 7 days of the invoice issue date. If both parties agree on the disputed amount the Client shall settle the undisputed amount by the invoice due date otherwise the entire invoice amount must be settled.

(c) Payment is due 7 days from the invoice issue date. Should payment not be received 14 days from the invoice issue date, an administrative fee of JPY and interest at the rate of 1.5% per month will apply on the overdue balance until payment received.

(d) In the event that the Client does not pay within 21 days from the invoice issue date the total amount as stated on an invoice TEC shall be entitled to:

- I. Issue a vacation notice to the Client to vacate the Unit within 7 days
- II. Suspend partial or all services provided by TEC to the Client including, but not limited to telephone and internet services
- III. Enter the Unit, block Client Access to the Unit and change the lock without prior notice.
- IV. Claim all costs including legal fees associated with recovering all monies owed to TEC from the Client.
- V. Register the company name and its Directors with credit rating agencies if monies remain outstanding for more than 30 days.
- VI. Charge a reactivation fee of JPY 7,500 per person within the Unit.

(e) Pay all sums due to TEC under this License without any deduction or set off.

(f) Pay for all bank charges, exchange rate differences, currency adjustments, consumption tax and other such charges related to rental and services.

3. DEPOSIT

(a) The Client shall pay to TEC no later than 5 business days after signing this License the Deposit specified hereafter (the Deposit) as security against all obligations entered into by the Client under this License. The Deposit shall be returned to the Client within 60 days after the Termination Date of this License provided that the Client has complied with its obligations under this License, and subject to the deduction of an amount equal to any outstanding invoices or deductions. TEC shall have the right to terminate until the deposit is received.

(b) If the Client fails to provide sufficient information to return the Deposit within 30 days after the Termination Date of this License, the Deposit shall be deemed forfeited to TEC.

(c) In the event of any withdrawal from the Deposit by TEC due to any default of the Client, the Client shall replace any such sum withdrawn within 14 days of being notified of such withdrawal.

(d) If the cost of the monthly services provided to the Client by TEC from time to time exceeds 50% of the Deposit, the Client shall increase the Deposit by up to 50% of such sum on demand.

4. TERMINATION

(a) The Client will be released from its obligations under this License and allowed to terminate prior to the Termination Date of this License subject to the Client paying TEC the full License Fee for the unexpired term together with all other outstanding invoices.

(b) This License may be terminated by TEC in the event of any breach by the Client of its obligations under this License and in the event that TEC terminates this License due to such breach the Client shall be required to pay to TEC the full License Fee and Connectivity Package of the unexpired term together with all other outstanding invoices. TEC shall be entitled (but not obliged) to retain any furniture, personal effects or other belongings of the Client until all arrears owed to TEC have been paid and in the event of non-payment by the Client within 14 days TEC shall be entitled to dispose of any goods retained without compensation from TEC to the Client.

(c) Prior to the Termination Date of this License the costs of restoration of the Unit to the same condition at the time of move in will be charged to the Client; this restoration includes but is not limited to security, supervision, approvals, and clearing of the Unit, furniture, equipment and common areas. It will be carried out by TEC's contractors and personnel, and if required the period for restoration of the unit after the Termination Date of this License will be charged to the Client at the License Fee and Connectivity Package stated on the front of this License. TEC does not accept any responsibility for the Client's personal effects or other belongings left in the Unit and reserves the right to dispose of such items without compensation to the Client.

(d) On or before the expiry of this License the Client must return to TEC all keys and other means of access to the Premises. During the tenancy the Client must report any loss of keys or other means of access forthwith to TEC and pay on demand the fee of replacing such key or other means of access as well as the fee of replacing / reprogramming any lock connected to the lost device.

(e) On or before the expiry of this License the Client must deregister with all the relevant government bureaux, departments, agencies or other government entities the address allocated to the Unit located within the Premises. A fee of 50% of one month's License Fee will be charged to the Client per month from the Termination Date of this License until the deregistration process has been completed.

(f) At its sole discretion TEC may terminate this License without notice if the Client breaches the national or local laws in which the Premises is located or if the Client is declared bankrupt, is wound up or put under receivership.

(g) TEC may, in the case that any of the following events take place with respect to the Client (including its staffs other than its Directors), forthwith terminate this Agreement:

- In the event that the Client shall commit an act against public order;
- In the event that the Client, the Client's co-occupant or their director or employee ("the Client or Client's Director, Etc.", whose definition includes but not limited to part time employees and those who may be deemed equivalent to employees) shall be found to be a constituent of an antisocial group/force;
- In the event that the Client or Client's Director Etc. shall commit in the Building an act of violence, duress, offense language, disturbance, rude act, or any other acts to corrupt the order and/or public morals of the Building; or

• In the event that the Client shall lose its credit substantially for any other reasons.

(h) At the Termination Date the Client shall pay a call handling and administrative fee equivalent to TEC's Business Address and Communication's plan fee for a period of 3 months from the Termination Date of this License.

(i) In the event of early termination, the Client shall be subject to additional termination charges.

(j) In the event of early termination, the Client shall be obliged to pay the License Fee and Connectivity Package in full for the free-term period if any.

5. CLIENT'S RIGHTS AND RESPONSIBILITIES

(a) The Client shall not impede or interfere with TEC's right of possession and control of the Unit.

(b) The Unit shall only be used for the Client's intended business. The Client shall not use the office with the purpose of antisocial acts, acts against the national or local laws in which the Premise is located.

(c) No furniture or equipment shall be installed in the Unit by the Client without TEC's prior written consent. In addition the Client shall not alter the Unit, the Premises, its partitioning or any fixtures or fittings.

(d) Under no circumstances shall the Client interfere with the conduct of TEC's business.

(e) The Client may recruit an employee of TEC during the term of this License and for six months thereafter by paying to TEC within 7 days of invoice a recruitment fee equal to 25% of the Employee's first year's new gross salary including guaranteed bonuses or benefits in kind.

(f) In the event that the Client entices, convinces or otherwise causes an existing client of TEC to vacate the Premises the Client agrees to pay to TEC a commission equal to 12-month rental.

(g) The Client shall not damage any of the decorations, fixtures and fittings or other equipment in the Unit and the Premises.

(h) No third party telephone products or services including video conferencing telephones, IP telephones or other communication devices shall be connected to the telephone lines, Internet ports or LAN ports within the Unit without TEC's prior written consent. The Client shall have the right to install a photocopier or a multi-function device for a fee of JPY6,000 per month.

(i) No services other than those offered by TEC shall be used with the Premises or Unit by the Client.

(j) The Client shall observe and adhere to all the rules and regulations of the Centre.

(k) The Client shall give written notice to TEC in the event that there are material changes in the address, name, trade name, representative directors or other matters registered on the commercial registry, etc., or any other matters relating to the status of the Client and other important changes related to this Agreement.

6. INDEMNITY

(a) The Client shall not be entitled to any compensation as a result of any failure of data security or computer systems or as a result of TEC failing to provide any of the services in accordance with the License as a result of any breakdown or strike or delay or failure of any staff, manager or caretaker to perform their duties.

(b) The Client shall indemnify TEC and its respective officers, employees and agents, from all claims, liability, or loss, and all damages and costs incurred by TEC which arise out of the use of the Unit. The Client is required to maintain sufficient Public Liability insurance to cover their risk while a Client of TEC. TEC shall have the right to obtain a copy from the Client of such insurance upon request.

(c) TEC is not responsible for the theft of or damage to any equipment, chattels or goods whilst the Client is a tenant of TEC. Further, the Client shall immediately notify TEC of any damage, accident or defects to the Unit or any theft or loss of keys to the Unit, Premises or Building.

(d) Not be under liability for failure to have any of the Premises facilities available for the Client because of use by any other person within the Premises and TEC shall not be liable to the Client for any temporary reason the Client shall be unable to obtain access to the Unit.

7. OWNER'S RIGHTS

(a) TEC shall keep the Premises facilities in working order and properly cleaned and equipped.

(b) TEC shall have the right to provide the Client with an alternative accommodation of equal or better value/quality than the Unit should TEC require the Client to move during the term or subsequent terms of this License.

(c) TEC shall have the right at any time to enter the Unit to inspect it, to provide services, to make repairs and alterations and provide cleaning, subject to prior verbal approval by the Client except in the case of an emergency, mail delivery or cleaning service, where no such verbal approval needs to be obtained.

(d) TEC shall not be liable for any damages incurred by the Client as a result of loss or damages to any part or all of the Client's fixtures, hardware and software including but not limited to server computers or personal computers, due to an earthquake, fire, storm, flood, or other natural disasters, power outage, water leakage, an accident associated with repair work, theft, loss or other events not attributable to TEC's willful act nor gross negligence.

8. CONFIDENTIAL AGREEMENT

TEC and the Client (including the Client's co-occupant) shall each keep confidential this Agreement as well as any information and data disclosed and/or provided by the other party, and neither TEC nor the Client shall disclose or divulge the same to any third party other than each party's personal attorney, certified public accountant and tax accountant without the other party's prior written consent. However, TEC may disclose to part owner of the Building and those who consider the purchase of the Building ("Part Owner, Etc."), this Agreement as well as information and data disclosed and/or provided by the Client (including the Client's co-occupant); provided that TEC shall ensure that Part Owner, Etc. abide by the same confidentiality obligations as TEC has under this Agreement.

9. GENERAL

(a) This Agreement is not a sublease agreement of an office, and creates no tenancy interest, leasehold estate or other real property interest in your favour with respect to the Unit leased. This Centre as a whole is TEC's asset occupied and managed under TEC. TEC shall not give the Client any right of this asset but shall merely give the right of using the Centre with TEC thereby provide services to the Client. This License is personal and is not assignable by the Client and the Client shall not share or sublet or part with possession of the Unit.

(b) The Client confirms that it has not relied upon any warranty or representation made by TEC except those that are expressly set out in this License.

(c) All notices must be in writing or by email. Notices will be considered served if handed personally with receipt by the other party, delivered by registered mail or emailed to the legal or authorised representative of the other party.

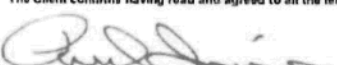
(d) The invalidity or unenforceability of any provision of this License shall not affect or impair the validity of any other provision. No waiver of any default of the Client shall be implied from any failure by TEC to take action with respect to such default.

(e) Where the Client comprises more than one individual such individuals shall be jointly and severally liable to observe and perform the Client's obligations under this License.

(f) This License supersedes any prior agreements and embodies the entire License between the Client and TEC and may not be modified, changed or altered in any way except as agreed by both parties in writing.

(g) This License shall be interpreted and enforced in accordance with the national and local laws in which the Premise is located. The Tokyo District Court shall be the exclusive court of first instance with respect to all disputes relating to this License Agreement.

The Client confirms having read and agreed to all the terms and conditions of this License

 3-15-06
 Sign _____ Date _____

Date of Issuance: 26 April 2016

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The Executive (Shanghai) Business Services CO., LTD. (TEC)

Premises: The Center

Level 20, 989 Changle Road, Xuhui District
Shanghai 200031, People's Republic of China

Contact Details

Tel: +86 (21) 5116 6888

Fax: +86 (21) 5116 6899

License Fee and Term

Monthly License Fee

RMB 145,500

a

Commencement Date

1st June 2016

Expiration Date

31st March 2018

Deposit

Deposit

No additional deposit

Connectivity Package

Discount Rate

(not including outgoing call fee)

RMB 7,000

The Client shall have the right to use the items in the Accommodation specified in the following inventory:

Desks	28	CISCO Phones	28
Pedestals	28	Filing Cabinets	5
Herman Miller Chairs	28	Other	

Client - Profile Client Name: BC Trade and Investment
Representative Office c/o Government of British Columbia
Registered Address: No.989 ChangLe Road Shanghai 200041
Representative: Kevin Tsui ??? Telephone: +86 21 51166860
Fax: Email: ROC Number:

Client - Invoicing Address (if different from

above) Address: Suite Contact: Paul Irwin Telephone: 001 604 660 5906
Fax: 001 604 660 2251 Email:

Accommodation in the Centre (the Unit) Unit

s.15

Room(s): [4]

This Agreement is made between TEC and the Client (as specified above) and the Client confirms that the Client has read and understood the Terms and Conditions overleaf and agrees to be bound by them and TEC agrees to provide the services and facilities as mentioned overleaf.

forthwith re-enter the Premises before the Expiration Date of this License, and TEC shall also be entitled to forfeit the Deposit.

1. FACILITIES AND SERVICES

- a) In consideration of the payment by the Client of the License Fee and Connectivity Package fee, TEC licenses the Unit to the Client for its use thereof subject to these terms and conditions from the Commencement Date specified overleaf until this License expires or is legally terminated in accordance with the provisions within this License.
- b) TEC shall provide to the Client:
- I. On a 24 hours basis 365 days a year except during periods of maintenance the following facilities:
- Access to the Unit
 - Furniture as specified overleaf
 - Voicemail with call forwarding functions
 - Common areas with other clients of the Premises such as the corridors, café and rest rooms
- II. During the normal operating hours of the Premises excluding weekends and public holidays TEC will provide the Client the following facilities:
- Reception, waiting area and café
 - Coffee and selection of teas
 - Daily cleaning service Monday to Friday
 - 5 (five) day complementary use of a workstation per month in any of the locations in which TEC is present except for the city detailed on the front of this License.
 - Air-conditioning
 - Maintaining client office when out of town
 - Mail delivery to Unit
- III. The following Connectivity Package includes:
- Internet: LAN port to the office (one per desk), 24-hour Internet connectivity and office hour maintenance of the Internet connection.
 - Telecommunications: Telephone handset (one per desk), telephone number (one per handset), maintenance, voicemail and telephone answering. Usage/pulse costs are charged in addition to the monthly fee.
- (c) A range of business services ("Services") provided by TEC or suppliers of TEC are available to the Client at rates stipulated within TEC's price guides. In the event that TEC or any business affiliate of TEC provides the Client a Service, TEC shall charge the Client at the stipulated rate detailed in TEC's price guides. TEC reserves the right to review, add or change the prices of the Services in the price guides by giving 1 month prior notice to the Client.

2. PAYMENT AND DURATION [PLEASE CONFIRM THAT THESE PAYMENT PROVISIONS ARE ACCEPTABLE]

- a) The Executive Centre shall issue an invoice to the Client on the 18th of every month for advance payment. The Client shall pay to TEC the invoiced amount within 7 days of the invoice issue date (by monthly direct debit if required). The Client shall notify TEC in writing of any disputes within 7 days of the invoice issue date. If both parties agree on the disputed amount, the Client shall settle the undisputed amount by the invoice due date, that is the first working day of each month; otherwise the entire invoice amount must be settled.
- b) The Client shall, for the duration of this License pay to TEC no later than the first working day of each month, whether demanded or not (and by monthly direct debit if required) the License Fee, value-added tax ("VAT"), and Connectivity Package specified overleaf. Late interest at the rate of 3% per month will apply as late-payment penalty on the overdue balance of License Fee and Connectivity Fee until payment is received. The first proportionate payment is to be made on the signing of this License in respect of the period from the Commencement Date to the end of that calendar month.
- c) Payment of Fees other than License Fee and Connectivity Fee is due 7 days from the invoice issue date. Should payment not be received 14 days from the invoice issue date, an administrative fee of RMB500 and late interest at the rate of 3% per month will apply on the overdue balance until payment is received.
- d) In the event that the Client does not pay the total amount as stated on an invoice within 21 days from the invoice issue date or is yet to receive the invoice, based on the 7-day payment term for License Fee, VAT and Connectivity Fee as set above, TEC shall, in any circumstances, be entitled to take one or several actions as follows:
- I Suspend partial or all services provided by TEC to the Client including, but not limited to telephone and internet services;
- II increase the late-payment interest rate from 3% per month to 5.0% per month for the full delay period;
- III temporarily block Client access to the Unit by changing the lock without prior notice provided however that such actions shall not be interpreted as termination of the License unless expressly so stated;
- IV serve a termination notice on Client to terminate the License; and/or
- V Register the company name and its management with credit rating agencies if monies remain outstanding for more than 30 days.
- VI Charge a reactivation fee of RMB200 per person within the Unit.
- e) Client shall pay all sums due to TEC under this License without any deduction or set off.
- f) Client shall pay for all bank charges, exchange rate differences, currency adjustments and other such charges related to payment hereunder.
- g) Clients shall pay all government taxes and fees due for this License Agreement, including without limitation: Value Added Tax ("VAT"), Stamp Duty or other documentary fees. All amounts mentioned in this License Agreement, in TEC's proposal and Service Guides are exclusive of such taxes and fees.

3. DEPOSIT

- a) The Client shall pay to TEC no later than 5 business days after signing this License the Deposit equal to three-month License Fee (the "Deposit") as security against all obligations entered into by the Client under this License. Any delay in paying the Deposit by Client shall immediately give rise to TEC's right to terminate the License without any prior notice.
- b) The Deposit shall be returned to the Client within 60 days after the Expiration Date of this License provided that the Client has complied with its obligations within this License, and subject to the deduction of an amount equal to any outstanding invoices, liability and costs. If the Client fails to observe its obligations under this License or provide sufficient information to return the Deposit within 360 days after the Expiration Date of this License, the Deposit shall be deemed as forfeited to TEC.
- c) In the event of any withdrawal from the Deposit by TEC due to any reason attributable to the Client, the Client shall replace any such sum withdrawn within 7 days of being notified of such withdrawal.
- d) The Client shall pay to TEC the License Fee and Connectivity Package fee for each calendar month in advance prior to the 1st day of each calendar month without any deduction or any right to set-off whatsoever. In the event the Handover Date and/or the Pre-lease Commencement Date does not fall on the 1st day of a calendar month, the first and last payment shall be calculated on a pro rata daily basis.
- e) In no event shall the Client be entitled to treat any part of the Deposit as payment of the License Fee and Connectivity Package fee.
- f) The Client is required to increase the Deposit in accordance with the increases in the license fee and Connectivity Package fee. The additional depository amount shall become due and payable on the effective date of new License Fee and Connectivity Package fee. Failure by the Client to observe the above stipulation shall entitle TEC to terminate this License unilaterally and to

4. TERMINATION [PLEASE CONFIRM THAT THESE TERMINATION PROVISIONS ARE ACCEPTABLE]

- a) TEC and the Client agree that TEC shall have the right to enter the Unit and dispose of the contents therein in the following manner and thereafter lease the Unit to a new tenant:-
- I On the condition that the Client has executed this License and has paid all fees accordance with the terms of this License, TEC shall handover the Unit to the Client on the Handover Date. If the Client fails to carry out the inspection and handover procedures on the Handover Date, the Unit shall be deemed to have met the required standards and have been properly handed over to the Client on the Handover Date. If the requisite procedures have not been completed within thirty (30) days from the Handover Date as a result of failure on the part of the Client, TEC shall be entitled to terminate this License; to forfeit the Deposit paid and to claim any loss and damage incurred or resulting from such breach of the Client.
- II If the Client fails to deliver up vacant possession of the Unit in accordance with the provisions of this License upon expiry or early termination.
- III In the event of any breach, non-observance or non-performance of this License by the Client, the Client acknowledges and agrees that TEC may at its sole discretion set-off from the Deposit such amounts to compensate any loss or damage to TEC (including but not limited to the loss of License Fee) as the result of such breach, non-observance or non-performance by the Client (without prejudice and that shall not affect the right of TEC to exercise any other right or remedy in respect of any breach or non-performance by the Client). In the event any part of the Deposit has been applied in accordance with this Clause, the Client shall, within seven (7) days from the issuance date of TEC's written notice to the Client, pay the shortfall which equals to the amount so deducted. Failure by the Client to observe the above stipulation shall entitle TEC to terminate this License unilaterally and to forthwith re-enter the Unit before the Expiration Date of this License and TEC shall also be entitled to forfeit the Deposit.
- IV If the Client fails to deliver up the Unit to TEC in accordance with the requirements as set out in the above sub-clause, TEC is entitled to carry out appropriate repairs to the Unit and all costs and expenses so incurred shall be borne by the Client. TEC shall have the right to recover the costs and expenses as an outstanding debt due from the Client. If the Client fails to deliver up the Unit to TEC during the business hours on the date of termination or expiration, the Client shall indemnify TEC against any loss and damage incurred, including but not limited to any liquidated damages and agent's fees which are payable by TEC due to its delay in delivering up the Unit to the new tenant of the Unit. In addition, the Client shall pay to TEC a daily occupation fee equivalent to twice the daily License Fee of the Unit commencing from the date on which the Unit is due to be delivered up by the Client to TEC. Payment of any such amount and compensation shall not constitute an extension of the Pre-lease Term or the Lease Term.
- V Without prejudice to the other rights of TEC under this License (including the right to early terminate this License and enter into possession of the Unit and the right to demand the payment of liquidated damages, etc.), in the event the Client fails to pay any sum which falls due under this License, TEC is entitled, by giving seven (7) days' prior written notice to the Client, to suspend the water supply, power supply or other services to the Unit and to apply any other lawful measures or acts until the breach is being rectified or payment has been made. All consequences and expenses arising therefrom (including the charges for re-connecting the water and power supply) shall be borne by the Client.
- b) The Client shall not terminate the License prior to its Expiration Date. In the case of early termination by Client without cause, without prejudice to other remedies under this License and laws, TEC shall have the right in its sole discretion to sue for real performance by Client of this License and/or for any and all damages sustained thereby.
- c) This License may be terminated by TEC in the event of any breach by the Client of its obligations under this License and when TEC terminates this License due to such breach or the Client early terminates this License, the Client shall be obligated to immediately pay to TEC the liquidated damages equal to six-month License Fee and Connectivity Package together with any other outstanding invoice(s) which can be used by TEC to set off against the Deposit. The Client cannot, in any form, allege that the amount of liquidated damages is excessive. Upon such termination by TEC due to the Client's breach of this License, TEC shall forthwith be entitled (but not obliged) to have a lien on any furniture, computers, machines and other belongings of the Client until all arrears owed to TEC have been paid, and in the event of non-payment by the Client within 14 days of termination, TEC shall be entitled to dispose of any goods retained against such arrears.
- d) The Client acknowledges and agrees upon termination of the License (including early termination and expiration of this License), there will be the costs of restoration of the Unit to the same condition as at the time of moving in to be separately charged to the Client; this restoration includes but is not limited to security, supervision, approvals, and cleaning of the Unit, furniture, equipment and common areas. Both parties agree that such restoration will be carried out by TEC's contractors and personnel and their invoices shall be passed to the Client for payment. The period of restoration of the Unit beyond the termination date of this License will be charged to the Client at the License Fee stated on the front of this License. TEC does not accept any responsibility for the Client's personal effects or other belongings left in the Unit and reserves the right to dispose of such items as TEC sees fit.
- e) On or before the expiry of this License the Client must return to TEC all keys and other means of access to the Unit and Premises. During the License the Client must forthwith report any loss of such keys or other means of access and pay on demand the fee of replacing such key or other means of access as well as the fee of replacing / reprogramming any lock connected to the lost device.
- f) On or before the expiry of this License the Client must deregister with all the relevant government bureaux, departments, agencies or other government entities the address allocated to the Unit. A fee of 50% of one month's License Fee will be charged to the Client per month from the Expiration Date or early termination of this License until the deregistration process has been completed.
- g) At its sole discretion TEC may terminate this License without prior notice if the Client conducts illegal business in breach of the national or local laws in which the Premises is located or if the Client is in liquidation, applies for bankruptcy, put under receivership or is wound up.
- h) Upon termination of the License, the Client shall pay a call handling and administrative fee equivalent to TEC's Business Address and Communication's plan fee (as indicated in TEC price guides) for a period of 3 months from the date of termination of this License.
- i) In the event of early termination, the Client shall be subject to additional termination charges.
- j) Upon early termination, the Client shall be disentitled to any License Fee special offers and shall be strictly obliged to pay the License Fee and Connectivity Package in full for both the discount period and the rest of lease term. Should the Client fail to make payments according to the payment terms stated on the invoice, TEC has the right to set off any outstanding fees against the Deposit.

5. CLIENT'S RIGHTS AND RESPONSIBILITIES

- a) The Client shall not and shall procure its employees will not in any circumstances impede or interfere with TEC's right of operation, management and control of the Unit.
- b) The Unit shall only be used for the purpose of the Client's business operation.
- c) No furniture or equipment shall be installed in the Unit by the Client without TEC's prior written consent. In addition the Client shall not alter the Unit, the Premises, its partitioning or any fixtures or fittings.
- d) Under no circumstances shall the Client interfere with the conducts of TEC's business.
 - (e) The Client may recruit an employee of TEC during the term of this License and for six months after termination thereof by paying to TEC within 7 days of invoice a recruitment fee equal to 25% of the Employee's first year's new gross salary including guaranteed bonuses or benefits in kind.
- f) In the event that the Client entices, convinces or otherwise causes an existing client of TEC to vacate the Premises the Client agrees to pay to TEC a commission equal to 12-month's License Fee and Connectivity Package fee of the vacating client.
- g) The Client shall not damage any of the decorations, fixtures and fittings or other equipment in the Unit and the Premises.
- h) No third party telephone products or services including video conferencing telephones, IP telephones or other communication devices shall be connected to the telephone lines, Internet ports or LAN ports within the Unit without TEC's prior written consent. The Client shall have the right to install a photocopier or a multi-function device for a fee of RMB800 per month.
- i) The Client shall not alter or modify the Unit (including but not limited to any fixtures) or the Unit's network equipment or built-in structures and facilities, or shall not allow any third party to do so. Without TEC's prior written consent, the Client shall also not install any furniture and equipment, nor damage any doors, windows, walls and fixtures or allow them to be damaged, in the Unit. No services other than those offered by TEC shall be used by the Client within the Premises and Unit.
- j) The Client shall observe and adhere to all the rules and regulations of the TEC as amended from time to time which shall be an integral part of this License.

6. INDEMNITY [THIS INDEMNITY WILL REQUIRE RISK MANAGEMENT BRANCH APPROVAL]

- a) The Client shall not be entitled to any compensation as a result of any failure of data security or computer systems or as a result of TEC failing to provide any of the services in accordance with this License as a result of any breakdown or strike or delay or failure of any staff, manager or caretaker to perform their duties.
- b) The Client shall indemnify TEC and its respective officers, employees, other clients, and agents, from all claims, liability, loss, damages and costs incurred by TEC which arise out of the Client's use of the Unit. The Client is required to maintain sufficient Public Liability insurance and other insurances to cover their risk while a Client of TEC.
- c) TEC is not responsible for the theft of or damage to any equipment, chattels or goods of the Client in the Unit. Further, the Client shall immediately notify TEC of any damage, accident or defects to the Unit or any theft or loss of keys to the Unit, Premises or Building.
- d) Not be under liability for failure to have any of the Premise's facilities available for the Client because of use by any other person within the Premises and TEC shall not be liable to the Client if for any temporary reason the Client shall be unable to obtain access to the Unit.
- e) Furthermore, the Client shall strictly comply with the rules and regulations of the TEC Centre, the rules or regulations as imposed by TEC and / or Landlord from time to time in relation to the management, use, repair and maintenance, and fitting-out of the Building, and any law and regulations as imposed by the relevant Government authorities or administrative organs (collectively referred to as the "Building Regulations"). The Client agrees that TEC shall not be liable for any loss or damage arising from any non-enforcement or non-observance of any of the Building Regulations by the Client and/or any third party.
- f) The Client shall not be entitled to any compensation for loss as a result of circumstances beyond TEC's reasonable control. Under the condition of network failure, necessary maintenance or required inspection, TEC has the right to suspend operations at short notice, and the Client is not entitled to any deduction of License Fee or other charges due to the suspension of operations as stated.

7. OWNER'S RIGHTS

- a) TEC shall keep the Premise's facilities in working order and properly cleaned and equipped.
- b) The Client, when signing this License, confirms to acknowledge the condition of the Unit including its area size and location as well as rights and obligations that cannot be dissented once move-in. TEC shall have the right to provide the Client with an alternative accommodation of equal or better value/quality than the Unit should TEC require the Client to move during the term or subsequent terms of this License.
- c) TEC shall have the right at any time to enter the Unit to inspect it, to provide services, to make repairs and alterations and provide cleaning, subject to prior verbal approval by the Client except in the case of an emergency, mail delivery or cleaning service, where no such verbal approval needs to be obtained.
- d) Within the reasonable period agreed by the Client (except in the case of an emergency), the Client shall not, in any form, interfere TEC and TEC's appointed vendors to carry out management and maintenance projects. The Client shall allow TEC and TEC's appointed vendors (no matter accompanied by project coordinators or carried with tools) to enter the Unit or any part of the Unit to monitor the maintenance status, to inspect the facilities, to provide maintenance and cleaning services, to make repairs, alterations and decorations and to perform any necessary projects pertaining to environment protection, theft prevention and fire safety. TEC and TEC's appointed vendors shall (depending on circumstances) make reasonable efforts to minimise any disruption or inconvenience caused to the Client.

8. GENERAL

- a) This License is personal and is not assignable by the Client and the Client shall not sublicense the Unit or share the Unit with others.
- b) The Client confirms that it has not relied upon any warranty or representation made by TEC except those that are expressly set out in this License.
- c) All notices must be in writing or by email. Notices will be considered served if handed personally with receipt by the other party, delivered by registered mail or emailed to the legal or authorized representative of the other party.
- d) The invalidity or unenforceability of any provision of this License shall not affect or impair the validity of any other provisions. No waiver of any default of the Client shall be implied from any failure by TEC to take action with respect to such default.
- e) Where the Client comprises more than one individual such individuals shall be jointly and severally liable to observe and perform the Client's obligations under this License.
- f) This License supersedes any prior agreements and embodies the entire License between the Client and TEC and may not be modified, changed or altered in any way except as agreed by both parties in writing.
- g) In case TEC takes legal actions against the Client that defaults hereunder, the Client shall bear all costs associated therewith including without limitation the court fee and attorney fee.
- h) This License shall be interpreted and enforced in accordance with the national and local laws in which the Premises is located. [Note: I am not qualified to practice law in the legal jurisdiction in which the Premises are located. Accordingly, you will need to retain legal counsel in that jurisdiction in order to provide any formal legal advice or opinion concerning this agreement. In the alternative I would recommend that the law of BC apply to this agreement.]

The Client confirms having read and agreed to all the terms and conditions of this License

(This English translation is for the sole purpose of facilitating understanding only, and there shall be no binding effect. If there is any inconsistency between this English translation and the Japanese original, the Japanese original shall always prevail.)

FIXED-TERM LEASE AGREEMENT

(Contract Table)

1. Lessor	Mitsubishi Estate Co., Ltd. (“Lessor”)
2. Lessee	Ministry of International Trade, Government of British Columbia (“Lessee”)
3. Building	Name: Otemachi Financial City GrandCube (“Building”) Location: 9-2 Otemachi 1-chome, Chiyoda-ku, Tokyo Owners: Mitsubishi Estate Co., Ltd. Mitsubishi UFJ Trust and Banking Corporation Urban Renaissance Agency (The three owners are hereinafter referred to collectively as the “Owners”) Structure/Scale: 31 stories, steel frame and partially ferro concrete building with 4 basement floors and 2 roof structures. Annexed Facilities: Leased with existing air conditioning, heating and ventilation facilities
4. Leased Premises	Floor/Section: 18F #1812 Contracted Area: 108.48 square meters
5. Charges under Article 3	N/A
6. Monthly Rent	¥ 1,542,300.-
7. Security Deposit	¥ 15,423,000.-
8. Time for Deposit of Security Deposit	No later than by the date this Agreement is entered into : ¥ 15,423,000.-
9. Formula of Article 3	N/A
10. Amount to be Added to Security Deposit	N/A
11. Lease Term	From June 1, 2016 through May 31, 2021 (inclusive)
12. Purpose of Use	Lessee’s office
13. Method of Payment	To be payable to Lessor by way of account transfer to the bank account designated by Lessor on or prior to the 25 th day of each preceding month.
14. Period under Article 13	During the period 1 year through 6 months prior to the expiration of Lease Term.
15. Period for Notice under Article 14	6 months prior to the date of termination
16. Date under Article 14	May 31, 2019
17. Date for Calculation of Penalty	May 31, 2021
18. Special Terms	The attached document “Special Terms” as shown in the description. Special Terms supercede Contract purview.

This Fixed-Term Lease Agreement (hereinafter referred to as “this Agreement”) is entered into between Mitsubishi Estate Co., Ltd. (“Lessor”), represented by the agent mentioned below (“Agent”), and Vanguard AP LLC. (“Lessee”), after mutual consultation, with respect to the lease of the Premises described in the Contract Table, as shown above (the “Contract Table”), pursuant to Article 38 of the Land and House Lease Law (the “Law”). The Parties, intending to make clear the contents of the agreement, have caused this Agreement to be executed in duplicate, with each Party retaining 1 original.

Dated this _____ day of _____, 20__

Lessor: Mitsubishi Estate Co., Ltd.
6-1, Otemachi 1-Chome
Chiyoda-ku, Tokyo

Hiroataka Sugiyama (To be sealed)
President & Chief Executive Officer

Agent (agent for Lessor) :

Mitsubishi Estate Building Management Co., Ltd.
5-1, Marunouchi 2-Chome
Chiyoda-ku, Tokyo

Futoshi Chiba (To be sealed)
President & Chief Executive Officer

Lessee: _____

LEASE TERMS

Article 1. (Premises and Square Measurement)

1. The premises to be leased (hereinafter referred to as the “Premises”) shall be as set forth in Item 3 and 4 of the Contract Table (and as described in the attached Floor Plan).
2. Lessor shall lease from Mitsubishi UFJ Trust and Banking and Urban Renaissance Agency all co-ownership interests held by them to the Building, and lease/sublease the foregoing Premises entirely to Lessee together with the co-ownership thereto of Lessor with the consents of Mitsubishi UFJ Trust and Banking and Urban Renaissance Agency (the lease and sublease to Lessor are collectively hereinafter referred to as the “lease”).

Article 2. (Lease Term)

1. The term of the lease under this Agreement (hereinafter defined as the “Lease Term”) shall be as set forth in Item 11 of the Contract Table.
2. Lessor shall deliver (/handover) Premises to Lessee at the date of commencement of Lease Term set forth in Item 11 of the Contract Table. In the case that Lessee does not perform Lessee’s obligations set forth in Paragraph 1 of Article 15 below or the other obligations of this Agreement, however, Lessor shall be entitled to reserve to deliver (/handover) Premises to Lessee until Lessee has completed performance of Lessee’s obligations (in the case that Lessee is in breach of prohibited activities of this Agreement, until Lessee ceases to be in breach of prohibited activities of this Agreement).
3. This Agreement will not be renewed, and shall terminate upon expiration of the period set forth in the paragraph 1.
4. Lessee shall cooperate with and provide assistance to Lessor when Lessor conducts tenant soliciting activities during the Lease Term for the purpose of leasing the Premises to a third party after the termination of this Agreement (including not just a termination upon expiration but also a termination during the Lease Term).

Article 3. (Rent, and Other Charges)

1. The rent for one month shall be as set forth in Item 6 of the Contract Table, which shall be paid in accordance with the method set forth in Item 13 of the Contract Table; provided, however, that Lessor shall be entitled to directly demand payment from Lessee. In the event that days leased in a month are less than full days of such month, the amount of the rent shall be calculated on the prorated daily basis.
2. The rent shall remain unchanged during the Lease Term, and Article 32 of the Law shall not be applicable to this Agreement.
3. The rent shall be paid in accordance with the method set forth in Item 13 of the Contract Table; provided, however, that Lessor shall be entitled to directly demand payment from Lessee.
4. Lessee shall be responsible for the payment of electrical charges incurred on the Premises, and in the event there are water, gas and other utility facilities on the Premises, Lessee shall be responsible for payment of the same.

Article 4. (Consumption and Other Taxes)

Lessee shall be responsible for the payment of consumption and other taxes levied on taxable rent, and other charges, etc., for the payment of which the terms and conditions of rent payment (referred to in Article 3 above) shall be applied *mutatis mutandis*.

Article 5. (Costs for Reimbursement)

Lessee shall be responsible for the payment of costs for execution of Lessee's obligations.

Article 6. (Purpose of Use)

Lessee shall not use the Premises for any purpose other than the purpose set forth in Item 12 of the Contract Table.

Article 7. (Prohibition of Assignment or Sublease; Restriction on Third Party Co-occupancy or Name Display)

1. Lessee shall not assign its lease rights, nor sell or cause to be sold its rights under this Agreement, nor sublease the Premises nor allow any third party to otherwise use the Premises.
2. Lessee shall not, without first obtaining Lessor's written consent, allow any third party to co-occupy the Premises, or display the name of any party other than Lessee as the occupant of the Premises.
3. The term of the co-occupancy under the preceding paragraph (any person who co-occupies the Premises is hereinafter referred to as "Co-occupant") shall not exceed the Lease Term of this Agreement.
4. Lessee shall cause Co-occupant to comply with and to perform the terms and conditions of this Agreement.

Article 8. (Works on Fixtures or Other Facilities)

1. In the event that any changes are made to the original condition of the Premises by repair or redecoration of the Premises or fixtures, or by new installation of fixtures, Lessee shall first obtain Lessor's approval before undertaking any of the foregoing, even though such change are made at Lessee's cost.
2. Fixed asset taxes, urban planning taxes, real estate acquisition taxes and other taxes and public levies assessed against fixtures and/or facilities newly installed or added pursuant to the preceding paragraph shall be borne by Lessee, regardless of the title to the same.
3. The execution of works set forth in Paragraph 1 above and apportionment of costs for such works shall be subject to the table showing itemization of works set separately by Lessor.

Article 9. (Repair)

1. Lessee shall immediately notify Lessor in the event that repairs become necessary, and Lessor shall

respond adequately to such notice without delay.

2. In the case that Lessor or parties designated by Lessor implement any repairs, modifications or maintenance work (including due to power outage or water shortage, etc.) deemed necessary by Lessor based on the foregoing notice or otherwise, Lessee shall cooperate in such implementation.
3. In the case that Lessor or parties designated by Lessor enter the Premises in order to implement the foregoing repairs, etc., prior notice of such entrance shall be given to Lessee; provided, however, that in emergencies, Lessor or parties designated by Lessor shall be entitled to enter the Premises and implement such repairs, etc. without such advance notice, and shall promptly notify Lessee after completion of such repairs, etc.
4. Lessor and parties designated by Lessor shall not be liable for any damages which may be incurred by Lessee from or as a result of the repairs, etc. of Paragraph 2 above implemented by Lessor or parties designated by Lessor; provided, however, that such damages are not incurred by Lessee due to any willful act or negligence of Lessor and parties designated by Lessor.
5. In the event that repairs become necessary due to any willful act or negligence of Lessee, Lessee shall be responsible for the payment of costs for such repairs.

Article 10. (Administration)

1. Lessee shall use the Premises and the common areas of the Building with the care of a good manager, and give due consideration to the prevention of accidents and damages regarding the Premises and such common areas.
2. Lessee shall keep the Premises in conformity with applicable building code, fire defense law and other related laws. In the case that Lessee sets up server computers, etc. on the Premises, Lessee shall take appropriate precautions, including, but not limited to, their backup, against the occurrence of damages.
3. In the case that Lessee buys any fire insurance, damage insurance or other liability insurance for any fixtures, facilities and fittings, etc. on the Premises in order to prepare for any contingency which may take place during the Lease Term, Lessee shall buy them at its sole cost and responsibility.

Article 11. (Damages)

1. Lessee shall be liable for any and all damages caused intentionally or negligently by Lessee or its agent, director, employee, or subcontractor, or by Lessee's co-occupant or its agent, director, employee, or subcontractor (collectively referred to as "Lessee, Etc.") to the Premises, facilities, and fixtures owned by Lessor and/or to the common areas of the Building.
2. In the event of any injury or damage to life, body, property or so forth of a third party due to any willful act or negligence of Lessee, Etc., or in the event of any dispute between Lessee, Etc. and a third party, Lessee shall dispose of all such injury, damage and disputes at its sole cost and responsibility.

Article 12. (Indemnity)

1. Lessor shall not be liable for any damages incurred by Lessee as a result of loss or damages to any part or all of Lessee's fixtures, hardware, software and data, etc., including, but not limited to, server computers or personal computers, due to an earthquake, fire, storm, flood or other disaster attributable to an Act of God, power outage, water leak accident, accident associated with repair work, or any theft, loss or other event unless there is a willful act or gross negligence on the part of Lessor.

2. In the event that Lessor shall be liable for damage set forth in the preceding paragraph due to Lessor's gross negligence, such Lessor's liability shall be limited to 1 month rent.

Article 13. (Procedures upon Expiration of the Term)

1. Lessor shall notify Lessee of the termination of the lease for expiration of the Lease Term, during the period set forth in Item 14 of the Contract Table (herein after referred to as the "Notice Period"), and in the case that such notice was given, this Agreement shall terminate upon expiration of the Lease Term.
2. Lessor shall inquire about Lessee's intention to contract [for the Premises] again in addition to the foregoing notice. In the case that Lessee wishes to contract again and if agreement shall have been reached between the parties at least 6 months prior to the expiration of the Lease Term, a new agreement shall be entered into, such agreement to be the fixed-term lease as set forth under Article 38 of the Law.
3. In the case that the agreement referred to in the preceding paragraph shall not be reached at least 6 months prior to the expiration of the Lease Term, Lessee must vacate the Premises by the termination of this Agreement.

Article 14. (Termination without Cause)

Neither Lessor nor Lessee shall be entitled to terminate this Agreement after the execution of this Agreement.

Article 15. (Security Deposit)

1. For the purpose of securing its obligations under this Agreement, Lessee shall deposit with Lessor the amount set forth in Item 7 of the Contract Table as a security deposit (hereinafter referred to as "Deposit") in accordance with the time for deposit as set forth in Item 8 of the Contract Table. Provided, however, that Deposit shall not bear any interest.
2. The Advance and Deposit shall secure Lessee's obligations to Lessor or Mitsubishi Jisho Property Management Co., Ltd. ("MJPM") under contractor agreements for fixture works or repairs for the Premises, cleaning contracts, security contracts or other such contracts.
3. If there are lease agreements and sublease agreements between the Parties in addition to this Agreement (collectively, "Other Agreements"), Deposit in Paragraph 1 shall secure the obligations of Lessee in the preceding paragraph to Lessor and Agent related to lease premises and sublease premises of the Other Agreements in addition to Lessee's obligations to Lessor under the Other Agreements.
4. If needed, Lessor may offset from the foregoing Deposit any obligations arising out of this Agreement or the Other Agreements set forth in the preceding paragraph, including rent arrearage or payment of damages; or obligations arising out of any fixture works or repairs for the Premises, other lease premises, and sublease premises. In the case of offsetting above, Lessor and/or Agent shall give notice thereof to Lessee.
5. In the event described by the preceding paragraph, Lessee shall compensate the shortfall in Deposit within 10 days from receiving notice thereof from Lessor.
6. Until vacation of the Premises, Lessee shall not be entitled to offset any rent payment or any other

obligations owed to Lessor and Agent with Deposit.

7. Upon expiration or termination of this Agreement, and after Lessee completely vacates the Premises, Lessor shall return the balance, if any, of Deposit to Lessee, after deducting any amounts payable by Lessee to Lessor and Agent.
8. In the case that a new agreement shall be entered into in accordance with Paragraph 2 of Article 13, Lessor shall return the balance, if any, of Deposit hereunder to Lessee, after deducting any amounts that shall have not been fulfilled towards Lessor and Agent with respect to rent and/or any other obligations towards Lessor and Agent, that shall have been accrued on or prior to the expiration of this Agreement; provided, however, that the return of such balance shall be made only after Lessor confirms the deposit by Lessee of the security deposit under the new agreement.

Article 16. (Prohibition of Assignment or Pledge of the Rights to Repayment of Deposit)

Lessee shall not assign or pledge as security to any third party Lessee's rights to repayment of Deposit set forth in the preceding Article.

Article 17. (Damages for Late Payment)

In the event that Lessee is late in payment of rent or any other obligations under this Agreement, Lessor may demand payment of damages at a rate of one twentieth of one yen (¥0.05) per diem per one hundred yen (¥100) (18.25% per annum) from Lessee. Provided, however, that the payment of the damages for late payment by Lessee shall not in any ways prejudice Lessor's right to terminate this Agreement for cause as set forth in Article 21.

Article 18. (Change Notice of Registered Matters, Etc.)

Lessee shall give written notice, to which a certificate of registered matters (or certificate of residency or certificate similar thereto, if Lessee is a person) and certificate of a seal impression, etc. are attached, to Lessor without delay in the event there are changes in the address, name, trade name, representative directors or other matters registered on the commercial registry, etc., or any other matters relating to the status of Lessee and other important changes related to this Agreement.

Article 19. (Observation of Building Rules and Regulations)

Lessee shall comply with the building rules and regulations attached hereto, which are designated by Lessor.

Article 20. (Exclusion of Antisocial Forces)

Lessee gives assurance of the following matters.

- 1) Lessee, Lessee's co-occupant or their director or employee ("Lessee or Lessee's Director, Etc.", which definition includes part-time employees and those who may be deemed equivalent to

employees as well as persons (or companies) who are entrusted with work from Lessee and their employees and those who may be deemed equivalent to employees) is not a criminal organization (*boryokudan*), company related to a criminal organization (*boryokudan kankei kigyo*), corporate extortionist (*sokai-ya*) or person similar thereto or member thereof (hereinafter referred to as "Antisocial Forces").

- 2) It does not allow an Antisocial Force to use its name in executing and performing this Agreement.
- 3) It will not conduct or cause to be conducted by any third party the following acts in connection with this Agreement:
 - (i) An act that uses threatening tone or behavior, or violence;
 - (ii) An act that obstructs the business of or damages the credibility of Lessor by spreading false information, or using forces; or
 - (iii) An act to provide the whole or a part of the Premises as an office or other base for activity of Antisocial Forces.

Article 21. (Termination for Cause)

1. Either Party may terminate this Agreement without any prior notice to the other Party in the event that the other Party breaches any provision of this Agreement(including the provisions of Article 20 on the part of Lessee).
2. In the case where any of the following events takes place with respect to Lessee, Lessor may forthwith terminate this Agreement without any prior notice or demand:
 - 1) In the event that Lessee shall become insolvent or fall into suspension of payment;
 - 2) In the event of a petition being filed against Lessee or by itself for bankruptcy, rehabilitation (*minji-saisei*) or corporate reorganization (*kaisha-kosei*), etc.;
 - 3) In the event of a petition being filed against Lessee for provisional attachment, provisional disposition, attachment, compulsory execution, public auction or attachment for unpaid taxes;
 - 4) In the event that Lessee shall commit an act against public order;
 - 5) In the event that Lessee or Lessee's Director, Etc. shall commit in the Building an act of violence, duress, offensive language, disturbance, rude act, or any other acts to corrupt the order and/or public morals of the Building; or
 - 6) In the event that Lessee provides the Premises as an office or other base for activity of Antisocial Forces;
 - 7) In the event that Lessee allows Antisocial Forces to use the Premises or repeatedly and continuously enter and leave the Premises; or
 - 8) In the event that Lessee shall lose its credit substantially for any other reason.
3. In the event that Lessor terminates this Agreement for any reason set forth in the preceding two paragraphs, Lessee shall pay as a penalty to Lessor the amount equivalent to rent payable for the period from the next date after the termination date to the date set forth in Item 17 of the Contract Table; provided, however, that if the said period from the next date after the termination date to the date set forth in Item 17 of the Contract Table is less than 6 months, the penalty payable by Lessee shall be the amount equivalent to 6 months of rent. The foregoing shall not prejudice Lessor's right to seek compensation for damages incurred by reason of termination of this Agreement or delay in vacation of the Premises by Lessee.

Article 22. (Force Majeure)

1. Either Party may terminate this Agreement by written notice to the other Party in the event that all or part of the Building is destroyed or damaged by natural disaster or other events not attributable to either Party, making it impossible to fulfill the purpose of this Agreement.
2. In the event of the preceding paragraph, the other Party shall not be liable for damages incurred by either Party.

Article 23. (Vacation of the Premises and Restoration Obligation)

1. Lessee shall vacate the Premises simultaneously with expiration or termination of this Agreement.
2. In the event that Lessee does not vacate the Premises immediately upon expiration or termination of this Agreement, Lessee shall pay the amount set forth in the following clauses 1) and 2) payable from the day following the date of expiration or termination of this Agreement through the day on which the Premises is completely vacated. In addition, Lessee shall also compensate any damages incurred by Lessor by reason of delay in vacation of the Premises:
 - 1) As damages the amount equivalent to double the rent;
 - 2) The amount equivalent to all charges for electricity, water and other charges.
3. Lessee shall vacate and return the Premises in its original condition to Lessor upon removal at Lessee's cost of all new or additional fixtures and equipment newly installed and/or added by Lessee; repair of all changes, soiling of, or damages to the Premises, fixtures or facilities; and re-application of fresh paint, new wallpaper and flooring on the walls, ceiling and floor of the Premises, respectively.
4. The restoration work set forth in the preceding paragraph shall be undertaken by Lessor, Agent and/or Designated Contractor, and Lessee shall bear the cost therefor.
5. Lessor may dispose of any property which Lessee fails to remove from the Premises after expiration or termination of this Agreement at Lessor's sole discretion. In such case, Lessor shall be entitled to reimbursement from Lessee for the costs of disposal.
6. Upon vacating the Premises, Lessee shall not seek from Lessor any reimbursement of costs it has incurred in relation to the Premises or fixtures or facilities thereof, nor make any claims against Lessor, including claims for moving fees, relocation fees or concession money, nor demand any other payments whatsoever, regardless of the nature or name of the claim. Further, Lessee shall not demand that Lessor purchase any fixtures or facilities newly installed and/or added by Lessee.
7. Provisions of Paragraphs 1 through 6 of this Article shall not be applicable in the case that this Agreement is terminated upon expiration of the Lease Term and that a new agreement is entered into in accordance with Paragraph 2 of Article 13 so that Lessee would continuously lease the Premises from Lessor under the new agreement, except for the case of termination or expiration of the lease under the new agreement.

Article 24. (Assignment of the Premises, Etc.)

1. In the event that Lessor assigns whole or a part of its co-ownership interest to the Building to a third party (any third party to whom whole or a part of its co-ownership interest to the Building is assigned by Lessor is hereinafter referred to as "Assignee"), Lessor's contractual status as lessor under this Agreement and the obligations owed to Lessee by Lessor under this Agreement (including Lessor's obligation to repay security deposit (always granting the balance of Deposit after deducting the

amount of Lessee's obligations secured by Deposit) set forth in Article 15 above), to the extent corresponding to the ratio of the co-ownership interest of Lessor to the Building which was assigned to Assignee, shall be transferred to or assumed by Assignee with Lessor being released from its obligations hereunder. Lessee hereby acknowledges and agrees in advance that in the such case Lessor still holds its contractual status as lessor under this Agreement corresponding to the portion which is not transferred to or assumed by Assignee, and therefor that Lessor and Assignee as joint lessors lease the Premises to Lessee.

2. In the case of the preceding paragraph, Lessee hereby acknowledges and agrees in advance that in the event that Lessor assigns its co-ownership interest to the Building to Assignee and Lessor leases such assigned co-ownership interest from Assignee, Lessor may subleases it to Lessee so that Lessor would continuously have any and all rights and obligations as lessor against Lessee as set forth in this Agreement; provided, however, that in such case, Lessor shall give written notice to Lessee.
3. Notwithstanding the provisions of Paragraph 1 of this Article, in the event of the preceding paragraph, Lessor shall have rights and assume obligations under this Agreement; provided, however, that in the event the lease agreement between Assignee and Lessor in the preceding paragraph terminates, Lessor shall give written notice to Lessee, and in such case, Assignee shall be a direct lessor of the Premises corresponding to the co-ownership interest that Lessor assigned to Assignee, and Paragraph 1 of this Article shall apply *mutatis mutandis*.

Article 25. (Succession of Status of Lessor as Sub-lessor)

1. Lessee hereby acknowledges and agrees in advance that in the event that the lease agreement between Lessor and Mitsubishi UFJ Trust and Banking regarding the co-ownership interest to the Building is terminated, Lessor's contractual status as sub-lessor under this Agreement as well as all the obligations owed to Lessee by Lessor under this Agreement (including Lessor's obligation to repay security deposit (always granting the balance of Deposit after deducting the amount of Lessee's obligations secured by Deposit) set forth in Article 15 above), to the extent corresponding to the ratio of the co-ownership interest of XXX to the Building, shall be transferred to or assumed by Mitsubishi UFJ Trust and Banking with Lessor being released from its obligations hereunder, and that Lessor and Mitsubishi UFJ Trust and Banking as joint lessors shall directly lease such Premises to Lessee.
2. Lessee hereby acknowledges and agrees in advance that in the event that the lease agreement between Lessor and Urban Renaissance Agency regarding the co-ownership interest to the Building is terminated, Lessor's contractual status as sub-lessor under this Agreement as well as all the obligations owed to Lessee by Lessor under this Agreement (including Lessor's obligation to repay security deposit (always granting the balance of Deposit after deducting the amount of Lessee's obligations secured by Deposit) set forth in Article 15 above), to the extent corresponding to the ratio of the co-ownership interest of Urban Renaissance Agency to the Building, shall be transferred to or assumed by Urban Renaissance Agency with Lessor being released from its obligations hereunder, and that Lessor and Urban Renaissance Agency as joint lessors shall directly lease such Premises to Lessee.
3. Lessor shall give written notice to Lessee in any of the cases in the preceding two paragraphs.

Article 26. (Governing Law, Jurisdiction)

This Agreement shall be governed by and construed in accordance with the laws of Japan.

The Parties shall submit to the exclusive jurisdiction of the Tokyo District Court of Japan as the court of first instance with respect to any dispute between the Parties arising in connection with this Agreement.

Article 27. (Confidentiality)

1. Lessor (for the purposes of this Article, it includes Agent) and Lessee shall each keep confidential this Agreement as well as any information and data disclosed and/or provided by the other Party (the “Confidential Information”), and neither Lessor nor Lessee shall disclose or divulge the same to any third party other than each Party’s personal attorney, certified public accountant and tax accountant without the other Party’s prior written consent; provided, however, that the following information and data shall be excluded from the Confidential Information:
 - 1) Information and data which are in the public domain or for official use at the time the same were disclosed and/or provided;
 - 2) Information and data which, after being disclosed and/or provided, come to be in the public domain or for official use through no fault of the Party receiving the same (the “Receiving Party”);
 - 3) Information and data which the Receiving Party may demonstrate were lawfully in the Receiving Party’s possession at the time the same were disclosed and/or provided; and
 - 4) Information and data which the Receiving Party receives from a third party having the lawful right to disclose the same without that third party imposing confidentiality obligations on the Receiving Party.
2. Notwithstanding the preceding Paragraph, Lessor and Lessee may disclose the Confidential Information falling under any of the following items.
 - 1) Information and data the disclosure of which is requested by any law or ordinance, etc.; or
 - 2) Information and data the disclosure of which is ordered by government or other public offices in accordance with any law or ordinance, etc.
3. Lessor and Lessee shall ensure that each Party’s employees, respectively, abide by the same confidentiality obligations by which each Party is bound under this Agreement.
4. Notwithstanding Paragraph 1 of this Article, Lessor may disclose the Confidential Information to Owner (including its related persons such as trust beneficial owners of Owner, fund providers and candidates, asset managers and certified real estate appraisers) and those who consider the purchase of the Premises (including trust beneficiary right thereto) (including agents and brokers); provided, however, that Lessor shall ensure that the recipients abide by the same confidentiality obligations by which the Lessor is bound under this Agreement.
5. The confidentiality obligations set forth in this Article shall survive expiration or termination of this Agreement.
6. In the event that Lessee has any Guarantor, such Guarantor shall be jointly and severally liable [with the Lessee] for the obligations set forth in Paragraphs 1, 2, 3 and 5 of this Agreement.

Article 28. (Agent)

Lessor delegates all the authority with respect to this Agreement to Agent, and any acts by Lessee for Lessor shall be done through Agent. Provided, however that the foregoing shall not preclude Lessor’s exercise of its rights against Lessee directly.

Article 29. (Joint and Several Guaranty)

1. In the event that Lessee has joint and several guarantor(s) ("Guarantor"), Guarantor shall be jointly and severally liable for all obligations of Lessee towards Lessor and Agent throughout the term of the lease between Lessor and Lessee, including the term under the new lease contract between the Parties, if any, regardless of any changes in the terms and conditions or subject matter of the lease. The Guarantor shall put its signature and seal on such new lease contract.
2. Lessee and Guarantor shall give written notice, to which a certificate of registered matters (or certificate of residency or certificate similar thereto, if Guarantor is a person.) and certificate of a seal impression, etc. are attached, to Lessor without delay in the event that there are changes in the address, name, trade name, representative directors or other matters registered on the commercial registry, or any other matters relating to the status of Guarantor and other important changes related to this Agreement.
3. In the event that Lessor deems it necessary to change the Guarantor and notifies Lessee to such effect, or there is a vacancy upon the death or dissolution of the Guarantor, Lessee shall immediately select another Guarantor and obtain Lessor's approval.

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(This English translation is for the sole purpose of facilitating understanding only, and there shall be no binding effect. If there is any inconsistency between this English translation and the Japanese original, the Japanese original shall always prevail.)

(Attachment)

Special Provisions

1. **Article3 Clause 5** is added as follows.

The rent under Article 3 of the Agreement shall be reduced to ¥164,100.- per month only from June 1st, 2016 to November 30th, 2016 notwithstanding the provisions of Article 3 Clause 1 of the Agreement. Article 32 of the Law shall not be applicable to any rent prescribed in this paragraph.

2. Lessor will pay ¥4,922,200.- (¥45,375.- per square meter) to Lessee, as compensation for relocation cost.

3. **Article14** is modified as follows.

Article 14. (Termination without Cause)

1. In the event that either Party wishes to terminate this Agreement after the execution of this Agreement, a written notice must be given to the other Party no later than the date set forth in Item 15 of the Contract Table. Provided, however, that in the event the period from the notification to the date of termination falls short of the said period, this Agreement may nonetheless be terminated by payment, as termination money, of the amount equivalent to rent payable during such shortfall period.
2. Notwithstanding the above, neither Lessor nor Lessee may terminate this Agreement until the date set forth in Item 16 of the Contract Table.

-End-



THE EXECUTIVE CENTRE

THE EXECUTIVE CENTRE SERVICED OFFICE LICENSE AGREEMENT

Date of Issuance: 2 June 2016

The Executive (Shanghai) Business Services CO., LTD. (TEC)

Premises: The Center

Level 20, 989 Changle Road, Xuhui District
Shanghai 200031, People's Republic of China

Contact Details

Tel: +86 (21) 5116 6888 Fax: +86 (21) 5116 6899

License Fee and Term

Monthly License Fee RMB 145,500

Commencement Date 1st June 2016

Expiration Date 31st March 2018

Deposit

Deposit No additional deposit

Connectivity Package

Discount Rate RMB 7,000
(not including outgoing call fee)

The Client shall have the right to use the items in the Accommodation specified in the following inventory:

Desks	28	CISCO Phones	28
Pedestals	28	Filing Cabinets	5
Herman Miller Chairs	28	Other	

This agreement shall automatically renew for successive periods equal to the preceding period unless either party gives written notice not to renew 2 months prior to the end of the current license period.

For EFT/TT transactions, please wire Bank: The Hongkong & Shanghai Banking Corporation Limited Shanghai Branch
Address: 1st Floor, HSBC Tower 1000 Lujiazui Ring Road, Pudong, Shanghai
Account No.: 21
Account Name: The Executive (Shanghai) Business Services CO., LTD.
SWIFT: HSBCCNSH

For and on behalf of TEC

Name (printed):	Cherry Jiang
Title:	Regional Director
Signature:	

Client - Profile

Client Name: Her Majesty the Queen in Right of the Province of British Columbia as represented by BC Trade and Investment

Registered Address: No.989 ChangLe Road Shanghai 200041

Representative: Kevin Tsui 徐伟伦

Telephone: +86 21 51166860 Fax:

Email: ktsui@britishcolumbia.ca

ROC Number:

Client - Invoicing Address (if different from above)

Address: Suite 730 - 999 Canada Place Vancouver BC Canada V6C 3E1

Contact: Paul Irwin

Telephone: 001 604 660 5906 Fax: 001 604 660 2251

Email: Paul.Irwin@gov.bc.ca

Accommodation in the Centre (the Unit)

Unit s.15

Room(s): [4]

Additional Provisions

1. Licensing Fee and Connectivity Package listed in this Agreement is exclusive of VAT. VAT should be solely borne by the Client and should be invoiced to the Client together with the monthly Licensing Fee.
2. Other possible charges are not included in the License Fee and Connectivity Package. Please refer to TEC price guides for items that incur extra charges.
3. Five days free office usage in any of The Executive Centre Global locations per month (one workstation).

This Agreement is made between TEC and the Client (as specified above) and the Client confirms that the Client has read and understood the Terms and Conditions overleaf and agrees to be bound by them and TEC agrees to provide the services and facilities as mentioned overleaf.

TERMS AND CONDITIONS

1. FACILITIES AND SERVICES

- (a) In consideration of the payment by the Client of the License Fee and Connectivity Package fee, TEC licenses the Unit to the Client for its use thereof subject to these terms and conditions from the Commencement Date specified overleaf until this License expires or is legally terminated in accordance with the provisions within this License.
- (b) TEC shall provide to the Client:
- I. On a 24 hours basis 365 days a year except during periods of maintenance the following facilities:
 - Access to the Unit
 - Furniture as specified overleaf
 - Voicemail with call forwarding functions
 - Common areas with other clients of the Premises such as the corridors, café and rest rooms
 - II. During the normal operating hours of the Premises excluding weekends and public holidays TEC will provide the Client the following facilities:

<ul style="list-style-type: none"> • Reception, waiting area and café • Daily cleaning service Monday to Friday • Air-conditioning • Maintaining client office when out of town 	<ul style="list-style-type: none"> • Coffee and selection of teas • 5 (five) day complementary use of a workstation per month in any of the locations in which TEC is present except for the city detailed on the front of this License. • Mail delivery to Unit
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 - III. The following Connectivity Package includes:
 - Internet: LAN port to the office (one per desk), 24-hour internet connectivity and office hour maintenance of the Internet connection.
 - Telecommunications: Telephone handset (one per desk), telephone number (one per handset), maintenance, voicemail and telephone answering. Usage/pulse costs are charged in addition to the monthly fee.
- (c) A range of business services ("Services") provided by TEC or suppliers of TEC are available to the Client at rates stipulated within TEC's price-guides. In the event that TEC or any business affiliate of TEC provides the Client a Service, TEC shall charge the Client at the stipulated rate detailed in TEC's price guides. TEC reserves the right to review, add or change the prices of the Services in the price guides by giving 1 month prior notice to the Client.

2. PAYMENT AND DURATION

- (a) The Executive Centre shall issue an invoice to the Client on the 18th of every month for advance payment. The Client shall pay to TEC the invoiced amount within 7 days of the invoice issue date (by monthly direct debit if required). The Client shall notify TEC in writing of any disputes within 7 days of the invoice issue date. If both parties agree on the disputed amount, the Client shall settle the undisputed amount by the invoice due date, that is the first working day of each month; otherwise the entire invoice amount must be settled.
- (b) The Client shall, for the duration of this License pay to TEC no later than the first working day of each month, whether demanded or not (and by monthly direct debit if required) the License Fee, value-added tax ("VAT"), and Connectivity Package specified overleaf. Late interest at the rate of 3% per month will apply as late-payment penalty on the overdue balance of License Fee and Connectivity Fee until payment is received. The first proportionate payment is to be made on the signing of this License in respect of the period from the Commencement Date to the end of that calendar month.
- (c) Payment of Fees other than License Fee and Connectivity Fee is due 7 days from the invoice issue date. Should payment not be received 14 days from the invoice issue date, an administrative fee of RMB500 and late interest at the rate of 3% per month will apply on the overdue balance until payment is received.
- (d) In the event that the Client does not pay the total amount as stated on an invoice within 21 days from the invoice issue date or is yet to receive the invoice, based on the 7-day payment term for License Fee, VAT and Connectivity Fee as set above, TEC shall, in any circumstances, be entitled to take one or several actions as follows:
- I. Suspend partial or all services provided by TEC to the Client including, but not limited to telephone and internet services;
 - II. Increase the late-payment interest rate from 3% per month to 5.0% per month for the full delay period;
 - III. temporarily block Client access to the Unit by changing the lock without prior notice provided however that such actions shall not be interpreted as termination of the License unless expressly so stated;
 - IV. serve a termination notice on Client to terminate the License; and/or
 - V. Register the company name and its management with credit rating agencies if monies remain outstanding for more than 30 days
 - VI. Charge a reactivation fee of RMB200 per person within the Unit.
- (e) Client shall pay all sums due to TEC under this License without any deduction or set off.
- (f) Client shall pay for all bank charges, exchange rate differences, currency adjustments and other such charges related to payment hereunder.
- (g) Clients shall pay all government taxes and fees due for this License Agreement, including without limitation: Value Added Tax ("VAT"), Stamp Duty or other documentary fees. All amounts mentioned in this License Agreement, in TEC's proposal and Service Guides are exclusive of such taxes and fees.

3. DEPOSIT

- (a) The Client shall pay to TEC no later than 5 business days after signing this License the Deposit equal to three-month License Fee (the "Deposit") as security against all obligations entered into by the Client under this License. Any delay in paying the Deposit by Client shall immediately give rise to TEC's right to terminate the License without any prior notice.
- (b) The Deposit shall be returned to the Client within 60 days after the Expiration Date of this License provided that the Client has complied with its obligations within this License, and subject to the deduction of an amount equal to any outstanding invoices, liability and costs. If the Client fails to observe its obligations under this License or provide sufficient information to return the Deposit within 360 days after the Expiration Date of this License, the Deposit shall be deemed as forfeited to TEC.
- (c) In the event of any withdrawal from the Deposit by TEC due to any reason attributable to the Client, the Client shall replace any such sum withdrawn within 7 days of being notified of such withdrawal.
- (d) The Client shall pay to TEC the License Fee and Connectivity Package fee for each calendar month in advance prior to the 1st day of each calendar month without any deduction or any right to set-off whatsoever. In the event the Handover Date and/or the Pre-lease Commencement Date does not fall on the 1st day of a calendar month, the first and last payment shall be calculated on a pro rata daily basis.
- (e) In no event shall the Client be entitled to treat any part of the Deposit as payment of the License Fee and Connectivity Package fee.
- (f) The Client is required to increase the Deposit in accordance with the increases in the license fee and Connectivity Package fee. The additional depository amount shall become due and payable on the effective date of new License Fee and Connectivity Package fee. Failure by the Client to observe the above stipulation shall entitle TEC to terminate this License unilaterally and to

forthwith re-enter the Premises before the Expiration Date of this License, and TEC shall also be entitled to forfeit the Deposit.

4. TERMINATION

- (a) TEC and the Client agree that TEC shall have the right to enter the Unit and dispose of the contents therein in the following manner and thereafter lease the Unit to a new tenant:-
- I. On the condition that the Client has executed this License and has paid all fees accordance with the terms of this License, TEC shall handover the Unit to the Client on the Handover Date. If the Client fails to carry out the inspection and handover procedures on the Handover Date, the Unit shall be deemed to have met the required standards and have been properly handed over to the Client on the Handover Date. If the requisite procedures have not been completed within thirty (30) days from the Handover Date as a result of failure on the part of the Client, TEC shall be entitled to terminate this License, to forfeit the Deposit paid and to claim any loss and damage incurred or resulting from such breach of the Client.
 - II. If the Client fails to deliver up vacant possession of the Unit in accordance with the provisions of this License upon expiry or early termination.
 - III. In the event of any breach, non-observance or non-performance of this License by the Client, the Client acknowledges and agrees that TEC may at its sole discretion set-off from the Deposit such amounts to compensate any loss or damage to TEC (including but not limited to the loss of License Fee) as the result of such breach, non-observance or non-performance by the Client (without prejudice and that shall not affect the right of TEC to exercise any other right or remedy in respect of any breach or non-performance by the Client). In the event any part of the Deposit has been applied in accordance with this Clause, the Client shall, within seven (7) days from the issuance date of TEC's written notice to the Client, pay the shortfall which equals to the amount so deducted. Failure by the Client to observe the above stipulation shall entitle TEC to terminate this License unilaterally and to forthwith re-enter the Unit before the Expiration Date of this License and TEC shall also be entitled to forfeit the Deposit.
 - IV. If the Client fails to deliver up the Unit to TEC in accordance with the requirements as set out in the above sub-clause, TEC is entitled to carry out appropriate repairs to the Unit and all costs and expenses so incurred shall be borne by the Client. TEC shall have the right to recover the costs and expenses as an outstanding debt due from the Client. If the Client fails to deliver up the Unit to TEC during the business hours on the date of termination or expiration, the Client shall indemnify TEC against any loss and damage incurred, including but not limited to any liquidated damages and agent's fees which are payable by TEC due to its delay in delivering up the Unit to the new tenant of the Unit. In addition, the Client shall pay to TEC a daily occupation fee equivalent to twice the daily License Fee of the Unit commencing from the date on which the Unit is due to be delivered up by the Client to TEC. Payment of any such amount and compensation shall not constitute an extension of the Pre-lease Term or the Lease Term.
 - V. Without prejudice to the other rights of TEC under this License (including the right to early terminate this License and enter into possession of the Unit and the right to demand the payment of liquidated damages, etc.), in the event the Client fails to pay any sum which falls due under this License, TEC is entitled, by giving seven (7) days' prior written notice to the Client, to suspend the water supply, power supply or other services to the Unit and to apply any other lawful measures or acts until the breach is being rectified or payment has been made. All consequences and expenses arising therefrom (including the charges for re-connecting the water and power supply) shall be borne by the Client.
- (b) The Client may terminate the License prior to its Expiration Date. In the case of early termination by Client without cause, without prejudice to other remedies under this License and laws, TEC shall not have the right in its sole discretion to sue for real performance by Client of this License and/or for any and all damages sustained thereby.
- (c) This License may be terminated by TEC in the event of any breach by the Client of its obligations under this License and when TEC terminates this License due to such breach or the Client early terminates this License, the Client shall be obligated to immediately pay to TEC the liquidated damages equal to one-month License Fee and Connectivity Package together with any other outstanding invoice(s) which can be used by TEC to set off against the Deposit. Upon such termination by TEC due to the Client's breach of this License, TEC shall forthwith be entitled (but not obliged) to have a lien on any furniture, computers, machines and other belongings of the Client until all arrears owed to TEC have been paid, and in the event of non-payment by the Client within 14 days of termination, TEC shall be entitled to dispose of any goods retained against such arrears.
- (d) The Client acknowledges and agrees upon termination of the License (including early termination and expiration of this License), there will be costs of restoration of the Unit to the same condition as at the time of moving in to be separately charged to the Client; this restoration includes but is not limited to security, supervision, approvals, and cleaning of the Unit, furniture, equipment and common areas. Both parties agree that such restoration will be carried out by TEC's contractors and personnel and their invoices shall be passed to the Client for payment after restoration completion at market rates. The period of restoration of the Unit beyond the termination date of this License will be charged to the Client at the License Fee stated on the front of this License. TEC does not accept any responsibility for the Client's personal effects or other belongings left in the Unit and reserves the right to dispose of such items as TEC sees fit.
- (e) On or before the expiry of this License the Client must return to TEC all keys and other means of access to the Unit and Premises. During the License the Client must forthwith report any loss of such keys or other means of access and pay on demand the fee of replacing such key or other means of access as well as the fee of replacing / reprogramming any lock connected to the lost device.
- (f) On or before the expiry of this License the Client must deregister with all the relevant government bureaux, departments, agencies or other government entities the address allocated to the Unit. A fee of 50% of one month's License Fee will be charged to the Client per month from the Expiration Date or early termination of this License until the deregistration process has been completed.
- (g) At its sole discretion TEC may terminate this License without prior notice if the Client conducts illegal business in breach of the national or local laws in which the Premises is located or if the Client is in liquidation, applies for bankruptcy, put under receivership or is wound up.
- (h) Upon termination of the License, the Client shall pay a call handling and administrative fee equivalent to TEC's Business Address and Communication's plan fee (as indicated in TEC price guides) for a period of 3 months from the date of termination of this License.
- (i) In the event of early termination, the Client shall not be subject without mutual agreement to additional termination charges.
- (j) Upon early termination, the Client shall be disentitled to any License Fee special offers and shall be strictly obliged to pay the License Fee and Connectivity Package in full for just the lease term used. Should the Client fail to make payments according to the payment terms stated on the invoice, TEC has the right to set off any outstanding fees against the Deposit.

5. CLIENT'S RIGHTS AND RESPONSIBILITIES

- (a) The Client shall not and shall procure its employees will not in any circumstances impede or interfere with TEC's right of operation, management and control of the Unit.
- (b) The Unit shall only be used for the purpose of the Client's business operation.
- (c) No furniture or equipment shall be installed in the Unit by the Client without TEC's prior written consent. In addition the Client shall not alter the Unit, the Premises, its partitioning or any fixtures or fittings.
- (d) Under no circumstances shall the Client interfere with the conducts of TEC's business.
- (e) The Client may recruit an employee of TEC during the term of this License and for six months after termination thereof by paying to TEC within 7 days of invoice a recruitment fee equal to 25% of the Employee's first year's new gross salary including guaranteed bonuses or benefits in kind.
- (f) In the event that the Client entices, convinces or otherwise causes an existing client of TEC to vacate the Premises the Client agrees to pay to TEC a commission equal to 12-month's License Fee and Connectivity Package fee of the vacating client.
- (g) The Client shall not damage any of the decorations, fixtures and fittings or other equipment in the Unit and the Premises.
- (h) No third party telephone products or services including video conferencing telephones, IP telephones or other communication devices shall be connected to the telephone lines, Internet ports or LAN ports within the Unit without TEC's prior written consent. The Client shall have the right to install a photocopier or a multi-function device for a fee of RMB800 per month.
- (i) The Client shall not alter or modify the Unit (including but not limited to any fixtures) or the Unit's network equipment or built-in structures and facilities, or shall not allow any third party to do so. Without TEC's prior written consent, the Client shall also not install any furniture and equipment, nor damage any doors, windows, walls and fixtures or allow them to be damaged, in the Unit. No services other than those offered by TEC shall be used by the Client within the Premises and Unit.
- (j) The Client shall observe and adhere to all the rules and regulations of the TEC as amended from time to time which shall be an integral part of this License.

6. INDEMNITY

- (a) The Client shall not be entitled to any compensation as a result of any failure of data security or computer systems or as a result of TEC failing to provide any of the services in accordance with this License as a result of any breakdown or strike or delay or failure of any staff, manager or caretaker to perform their duties.
- (b) The Client shall indemnify TEC and its respective officers, employees, other clients, and agents, from all claims, liability, loss, damages and costs incurred by TEC which arise out of the Client's use of the Unit. The Client is required to maintain sufficient Public Liability insurance and other insurances to cover their risk while a Client of TEC.
- (c) TEC is not responsible for the theft of or damage to any equipment, chattels or goods of the Client in the Unit. Further, the Client shall immediately notify TEC of any damage, accident or defects to the Unit or any theft or loss of keys to the Unit, Premises or Building.
- (d) Not be under liability for failure to have any of the Premise's facilities available for the Client because of use by any other person within the Premises and TEC shall not be liable to the Client if for any temporary reason the Client shall be unable to obtain access to the Unit.
- (e) Furthermore, the Client shall strictly comply with the rules and regulations of the TEC Centre, the rules or regulations as imposed by TEC and / or Landlord from time to time in relation to the management, use, repair and maintenance, and fitting-out of the Building, and any law and regulations as imposed by the relevant Government authorities or administrative organs (collectively referred to as the "Building Regulations"). The Client agrees that TEC shall not be liable for any loss or damage arising from any non-enforcement or non-observance of any of the Building Regulations by the Client and/or any third party.
- (f) The Client shall not be entitled to any compensation for loss as a result of circumstances beyond TEC's reasonable control. Under the condition of network failure, necessary maintenance or required inspection, TEC has the right to suspend operations at short notice, and the Client is not entitled to any deduction of License Fee or other charges due to the suspension of operations as stated.

7. OWNER'S RIGHTS

- (a) TEC shall keep the Premise's facilities in working order and properly cleaned and equipped.
- (b) The Client, when signing this License, confirms to acknowledge the condition of the Unit including its area size and location as well as rights and obligations that cannot be dissented once move-in. TEC shall have the right to provide the Client with an alternative accommodation of equal or better value/quality than the Unit should TEC require the Client to move during the term or subsequent terms of this License.
- (c) TEC shall have the right at any time to enter the Unit to inspect it, to provide services, to make repairs and alterations and provide cleaning, subject to prior verbal approval by the Client except in the case of an emergency, mail delivery or cleaning service, where no such verbal approval needs to be obtained.
- (d) Within the reasonable period agreed by the Client (except in the case of an emergency), the Client shall not, in any form, interfere TEC and TEC's appointed vendors to carry out management and maintenance projects. The Client shall allow TEC and TEC's appointed vendors (no matter accompanied by project coordinators or carried with tools) to enter the Unit or any part of the Unit to monitor the maintenance status, to inspect the facilities, to provide maintenance and cleaning services, to make repairs, alterations and decorations and to perform any necessary projects pertaining to environment protection, theft prevention and fire safety. TEC and TEC's appointed vendors shall (depending on circumstances) make reasonable efforts to minimise any disruption or inconvenience caused to the Client.

8. GENERAL

- (a) This License is personal and is not assignable by the Client and the Client shall not sublicense the Unit or share the Unit with others.
- (b) The Client confirms that it has not relied upon any warranty or representation made by TEC except those that are expressly set out in this License.
- (c) All notices must be in writing or by email. Notices will be considered served if handed personally with receipt by the other party, delivered by registered mail or emailed to the legal or authorized representative of the other party.
- (d) The invalidity or unenforceability of any provision of this License shall not affect or impair the validity of any other provisions. No waiver of any default of the Client shall be implied from any failure by TEC to take action with respect to such default.
- (e) Where the Client comprises more than one individual such individuals shall be jointly and severally liable to observe and perform the Client's obligations under this License.
- (f) This License supersedes any prior agreements and embodies the entire License between the Client and TEC and may not be modified, changed or altered in any way except as agreed by both parties in writing.
- (g) In case TEC takes legal actions against the Client that defaults hereunder, each party shall bear their own costs associated therewith including without limitation the court fee and attorney fee.
- (h) This License shall be interpreted and enforced in accordance with the national and local laws in which the Premises is located.

The Client confirms having read and agreed to all the terms and conditions of this License

Sign 

Date 3-6-2016

BUSINESS SERVICES

Bains, Ellen K FIN:EX

From: Pasquotti, Joanne FIN:EX
Sent: Monday, December 18, 2017 1:34 PM
To: Oates, Tricia FIN:EX
Cc: FIN PT Backoffice FIN:EX
Subject: Wire Transfer Confirmation and Request for WIR GLP - Beijing HRH Limousine Service Co., Ltd.
Attachments: How to enter invoices for payment by wire transfer.docx

The following wire transfers have been processed and confirmed by HSBC:

Beneficiary Name:	Beijing HRH Limousine Service Co., Ltd.		
Value Date:	December 18, 2017		
Amount:	¥1,526.00	Currency:	CNY
BOC Indicative Rate:	0.1944		
Invoice Reference:	Business/Service Trade //INV Transportation Services Nov 23-24, 2017		
HSBC Ref #:	s.21		
CAD Equivalent for WIR GLP:	\$296.65		

Please see attached for instructions on entering WIR GLP. Please ensure immediate is used in the payment terms.

Thank you,

Happy Holidays!



Jo Pasquotti

Treasury Payments Analyst | Banking & Cash Management | Provincial Treasury | Ministry of Finance
Phone: Tel:7786985879 | Fax: 250 953-0485
Joanne.Pasquotti@gov.bc.ca

Intranet Web Site: <http://gwww.fin.gov.bc.ca/gws/pt/bcm/pay.stm>

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Panda Bond Issuance in Beijing 2017

Expense Report - BCTIO Beijing

Expense Item No.	Description	Invoice No.	Invoice Date	Currency	Amount	Payer	Status
1	Transportation Service - HRH Limousine Service Co., Ltd	N/A		RMB	1,526.00	BC Ministry of Finance	Pending
2	Interpreter-Vivian Zhang Re: Press Conference on Nov 23	N/A		RMB	4,000.00	BC Ministry of Finance	Pending
			Subtotal	RMB	<u>5,526.00</u>		

北京恒瑞行会议服务有限公司
Beijing HRH Conference Service Co., Ltd.

北京市朝阳区亮马桥路光明大厦14层
14th Floor, Guangming Mansion, Liangmaqiao Road,
Chaoyang District, Beijing 100125, P.R.C.
Tel: (86-10)64621356 Fax: (86-10)64628741
www.hrh.net.cn

Event name: Panda Bond Issuance 2017							
Event date: Nov 23-24, 2017							
Event venue: Beijing							
Item	Description	Times	Itinerary	Hour	Unit Price	Subtotal(RMB)	Remark
Buick GL8	23-Nov-17	13:30-19:30	CBD-People's Bank of China-Bank of China-CBD	6	900	926	include 8hrs,100km, RMB50per extra hrs,RMB5per extra miles.
	24-Nov-17	9:00-12:30	CBD-Bank of China-CBD-Rosewood	3.5	900	600	
Total							1526

中文账户名称: 北京恒瑞行商务汽车租赁有限公司

英文账户名称: Beijing HRH Limousine Service Co., Ltd.

s.21

报 关 密 码: BJCN CNBJ

SWIFT CODE: BJCN CNBJ

账号银行名称: 北京银行燕莎支行

英文银行名称: Bank of Beijing Yansha Branch

账号银行地址: 北京朝阳区亮马桥路光明大厦1层

英文银行地址: Guang Ming Hotel, Liang Ma Qiao Road, Chaoyang District, Beijing, China 100016

公司地址: 北京市朝阳区亮马桥路光明大厦14层

14th Floor, Guangming Building, Liangmaqiao Road, Chaoyang District, Beijing, China 100016

APPROVED

By Kevin Redchurch at 9:21 am, Dec 13, 2017

Zhang Wei (Vivian)

**4-3-1801, Shimao Olive Garden, No.1 Qinglin Road,
Chaoyang District
Beijing
China**

(中国北京朝阳区清林路 1 号院 4-3-1801)

INVOICE

INVOICE #617
DATE: DEC 1,2017

TO:
Government of British Columbia-Ministry of Finance

FOR:
Consecutive
Interpretation
Service

DESCRIPTION	AMOUNT
Scope of work and timeframe completed: Consecutive Interpretation Service in Beijing on Nov 23 & 24, 2017	CNY 4,000
TOTAL	CNY 4,000

Please transfer the payment to the following account:

Account Name: 张微/Zhang Wei

Account Number:s.22

Bank Name: China Merchants Bank Beijing Branch, Xiaoguan Sub-branch (招商银行北京分行小关支行)

Bank address: 1-1-103, No.101 North Shaoyaoju, Chaoyang District, BEIJING

(北京朝阳区芍药居北里 101 号, 1-1-103)

Swift code: CMBCCNBS201

Mobile:s.22

张微

December 1, 2017

APPROVED

By Kevin Redchurch at 9:21 am, Dec 13, 2017