2

# TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT made as of the 1st day of September, 2002.

## **BETWEEN:**

BURRARD INTERNATIONAL HOLDINGS INC. of 1800 -1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3

(the "Owner")

TELUS COMMUNICATIONS INC. of Tehus Plaza South AND: Tower, 21" Floor, 10020 - 100" Street, Edmonton, Alberta, T5J 0N5

(the "Licensee")

## PREAMBLE:

The Owner is the owner of a certain building as more particularly described in this (a) Agreement.

The Owner has agreed to grant to the Licensee a license to install, operate, **(b)** maintain, repair and replace certain communications equipment in the Owner's building and to use certain portions of the Owner's building in order to provide communications services to the Licensee's customers as tenants in the Owner's building, all on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Owner and the Licensee agree as follows:

## **ARTICLE 1 - DEFINITIONS AND INTERPRETATION**

Definitions. In this Agreement, unless the context requires otherwise, the following 1.1 terms shall have the following meanings, respectively:

"Addendum" or "Addenda" means any addendum in the form attached hereto pursuant to which the Licensee orders the Backbone to be licensed under this Agreement from time to time.

"Agreement" means this Agreement, the Schedules, and the Addendum and all subsequent changes, modifications, amendments and Addenda to this Agreement and the Schedules made in accordance with the provisions of this Agreement.

"Building" means the building owned by the Owner and located on the Lands.

"Backbone" means the number of copper unshielded twisted pair cable ("UTP") and/or copper shielded twisted pair cable ("STP") and/or strands of multi-wide fibre optic cable ("Fibre") and/or strands of single mode fibre ("SM Fibre") existing or to be installed in the electrical closers of the Building ordered by Licensee from time to time pursuant to this Agreement. The number of UTP, STP, Fibre and/or SM Fibre licensed as at the date hereof is 24 SM Fibre.

"Backbone License Fees" means the annual fee specified in Section 4.2 of this Agreement which is payable by the Licensee to the Owner under this Agreement,

"Business Day" means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in British Columbia are not open for business during normal banking hours.

"Commencement Date" means September 1, 2002.

"CRTC" means the Canadian Radio-Television and Telecommunications Commission or its successor.

"Communications Equipment" means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment.

"Connecting Equipment" means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment.

"Entrance Link" means the core sleave penetration through the foundation of the Building.

"Equipment License Fee" means the annual fee specified in Section 4.1 of this Agreement which is payable by the Licensee to the Owner under this Agreement.

"Equipment Room" means the wall space in the enclosed premises located on floor P1 of the Building and shown hatched on the floor plan attached to this Agreement as Schedule A, which wall space shall be provided by the Owner to the Licensee for the sole and exclusive use of the Licensee for the purposes set out in this Agreement during the Term and any Renewal Term.

"GST" means the Goods and Services Tax established under the Excise Tax Act (Canada) or a successor tax imposed by the Government of Canada under lawful authority.

"Lands" means the lands situated in the City of Vancouver, in the Province of British Cohmbia, on which the Building is constructed, as more particularly described in the attached Schedule B.

"Licensee's Equipment" means, collectively, the Communications Equipment and the Connecting Equipment.

P. 4

"Notice" means any notice, request, consent or other communication provided, required or permitted under this Agreement as communicated in Section 14.1 of this Agreement,

"Term" means the continuous period of ten (10) years commencing on the Commencement Date subject to earlier termination as provided herein.

"Renewal Term" means the period after the Term for which this Agreement may be renewed and extended as described in Section 3.2 of this Agreement.

1.2 <u>Interpretation</u>. For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

(a) Words importing the singular include the phiral and vice versa, and words importing gender include all genders and firms or corporations where applicable.

(b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.

(c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.

(d) This Agreement shall be interpreted and governed by the laws of the Province of British Columbia, and the laws of Canada applicable therein.

1.3 <u>Schedules</u>. The following are the Schedules attached to and forming part of this Agreement:

Schedule A – Equipment Room Plan Schedule B – Legal Description of Lands

## **ARTICLE 2 - LICENSE**

2.1 License. The Owner grants to the Licensee a non-exclusive license to:

(a) install, operate, maintain, repair and replace the Communications Equipment in the Equipment Room at the Licensee's sole expense and risk;

(b) install, operate, maintain, repair and replace the Connecting Equipment in the Building at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link, as necessary to reach from the Entrance Link to the Communications Equipment, from the Communications Equipment to the Backbone, and from the Backbone on its customers' floors to its customers' equipment; and

(c) subject to Section 2.6 below, use the Backbone;

for the sole purpose of providing communications services to the Licensee's customers as tenants in the Building.

2.2 <u>Equipment Room</u>. The Owner shall provide the Equipment Room to the Licensee, for the non-exclusive use of the Licensee, which Equipment Room shall be used by the Licensee for the sole purpose of housing the Communications Equipment.

2.3 <u>Sublicense</u>. Notwithstanding Section 15.4 of this Agreement, and subject to the prior written consent of the Owner, which consent shall not be unreasonably withheld or unduly delayed, the Licensee shall have the right to sublicense a portion of the Equipment Room to a third party for the purpose of permitting such third party to provide communications services to its customers in the Building.

2.4 <u>Nature of Interest</u>. The rights granted to the Licensee under this Agreement are licenses only, and shall not constitute a partnership, joint venture or lease between the parties.

2.5 <u>Non-Exclusivity</u>. The Licensee acknowledges and agrees that the licenses granted to the Licensee pursuant to Section 2.1 of this Agreement are not exclusive to the Licensee, and that the Owner has the right to grant similar rights and privileges in respect of the Building to other parties.

2.6 <u>Use of Backbone</u>. The Licensee shall install the Backbone from the Equipment Room to the telephone closet on the third floor of the Building where the Backbone will be terminated at both ends. The Owner will own the Backbone and have exclusive use of fibres 13 to 24 of the Backbone. The Licensee shall have the exclusive use of fibres 1 to 12 of the Backbone pursuant to the terms of this Agreement. For security purposes, the Licensee will terminate fibres 1 to 12 and fibres 13 to 24 on different racks.

## ARTICLE 3 - TERM

3.1 <u>Term</u>. Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, and, subject to the provisions of this Agreement, shall remain in effect for the Term.

3.2 <u>Renewal</u>. Provided that the Licensee is not in default under this Agreement, the Licensee shall have one option to renew and extend this Agreement for a consecutive period of ten (10) years, upon the Licensee providing at least six (6) months' written notice to the Owner. The Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the Equipment License Fee and the Backbone License Fees shall be mutually agreed by the parties in writing based on the then current market rates for similar telecommunications license agreements for similar buildings. Where the parties are unable to agree on the Equipment License Fee or the Backbone License Fees payable during the Renewal Term prior to the expiration of the Term, the matter in dispute shall be determined by alternate dispute resolution by a single arbitrator appointed under the Commercial Arbitration Act (British Columbia), but in no event shall the Equipment License Fee or the Backbone License Fees to be paid during the Renewal Term be less than the Equipment License Fee or the Backbone License Fees to be paid during the Renewal Term be less than the Equipment License Fee or the Backbone License Fees, as the case may be, paid during the Term.

3.3 <u>Overholding</u>. If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or Renewal Term, as the case may be, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a day-to-day basis upon the same terms and conditions as set out in this Agreement as they apply to a day-to-day license except that the Equipment License Fee and the Backbone License Fees shall be increased by 100% until such time as the day-to-day license is terminated or a new agreement is executed.

1 1 1

NO. 571

P. 6

#### **ARTICLE 4 – LICENSE FEE**

4.1 <u>Equipment License Fee</u>. The Licensee shall pay to the Owner an annual fee for the licenses granted pursuant to Sections 2.1(a) and (b) (the "Equipment License Fee") in an amount of Nil Dollars (\$0.00), excluding GST, which Equipment License Fee shall be paid in advance on the Commencement Date, prorated for a period of less than one calendar year, and thereafter by Jamuary 1° of each year during the Term.

4.2 <u>Backbone License Fees</u>. The Licensee shall pay to the Owner the following annual fees for the license granted pursuant to Section 2.1(c) (the "Backbone License Fees") as applicable:

(a) an annual Backbone License Fee at a rate to be negotiated by the parties hereto;

(b) a one-time Backbone License Fee at a rate to be negotiated by the parties hereto for each STP as set out herein and an annual Backbone License Fee at a rate to be negotiated by the parties hereto for each STP as set out herein;

(c) a one-time Backbone License Fee at a rate to be negotiated by the parties hereto for each two strands of Fibre as set out herein and an annual Backbone License Fee at a rate to be negotiated by the parties hereto for each two strands of Fibre as set out herein;

(d) a one-time Backbone License Fee of Nil Dollars (\$0.00) for each two strands of SM Fibre as set out herein and an annual Backbone License Fee of Nil Dollars (\$0.00) for each two strands of SM Fibre as set out herein.

The one-time Backbone License Fees shall be payable on the Commencement Date and the annual Backbone License Fees shall be payable in advance on the Commencement Date, prorated for a period of less than one calendar year, and thereafter by January 1<sup>st</sup> of each year during the Term.

4.3 <u>GST</u>. The Licensee shall pay GST as applicable on the Equipment License Fee and the Backbone License Fees which GST shall be paid at the time such fees are payable. The Owner's GST registration number is 130371131.

4.4 <u>Non-Disclosure</u>. The Owner and the Licensee each agree to use good faith efforts to refrain from disclosing the financial terms of this Agreement, except that either party may disclose the financial terms of this Agreement if required by law or regulation.

5

PCI\_GROUP

## ARTICLE 5 - USE

5.1 <u>Use</u> The Licensee shall use the Equipment Room, the Entrance Link and the Backbone only for the purpose of providing communications services to the Licensee's customers as tenants in the Building.

5.2 <u>Title</u>. The Owner acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being.

# ARTICLE 6 - ACCESS AND ELECTRIC UTILITIES

6.1 Access. The Licensee and its authorized representatives shall have access to the Equipment Room on a seven (7) days a week, twenty-four (24) hours per day basis for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment. The Licensee and its authorized representatives further shall have such access to the driveways, walkways, emrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representatives to access the Equipment Room. The Owner acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. The Licensee and its authorized representatives as specified by the Owner, acting reasonably, provided that in the event of an emergency, the Licensee shall have the right to enter the Backbone upon notification to the Owner. All entry and access to the Equipment Room and the Building, including the Backbone, by the Licensee and its authorized representatives shall have the subject to the Owner's reasonable security procedures.

6.2 <u>Electrical Power</u>. The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. Where the Licensee's Equipment consumes more than approximately one (1) kilowatt per hour, the Owner may require the Licensee to pay for all electricity consumed by the Licensee on a load and usage basis. If required by the Owner, the Licensee, at its sole cost and expense, shall install a separate metre to determine the Licensee's electricity consumption. The Owner shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use. The Licensee agrees that the Owner has no obligation or responsibility to provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties. In no event will the Owner have any obligation or liability in connection with the cessation or unavailability or interruption or suspension of electrical power at any time whether or not supplied by the Owner.

6.3 <u>Interference</u>. If the operation of the Licensee's Equipment causes the electronic equipment of the Owner or tenants of the Building to function improperty, then the Owner will immediately notify the Licensee and the Licensee will immediately act to rectify the simation. The Owner agrees to notify the Licensee if at any time the Owner becomes aware of any occurrence or event which results in, or could be expected to result in, interference with the operation of the Backbone or the Licensee's Equipment.

6.4 <u>Telephone Service</u>. The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee.

6.5 <u>Nuisance</u>. The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to the Owner or the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.

6.6 <u>Compliance with Laws</u>. The Licensee, in using, installing, maintaining, operating, repairing and replacing the Licensee's Equipment in the Equipment Room and in the Building, in conducting its operations and in exercising its rights under this Agreement shall comply at all times with all applicable laws, regulations, bylaws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the *Telecommunications Act* and the rulings and decisions of the CRTC. The Licensee also agrees to obtain and maintain at all times any applicable licenses or amhorizations in order to provide telecommunications services to the Licensee's customers and to abide by all industry standards regarding telecommunications equipment in Canada as determined from time to time.

6.7 <u>Rules and Regulations</u>. The Licensee agrees to abide by any rules and regulations established by the Owner from time to time regarding the use of the Backbone. Any amendments to the rules and regulations shall be binding upon the Licensee upon receipt of the amendment by the Licensee.

## ARTICLE 7 - INSTALLATION, MAINTENANCE AND REPAIRS

7.1 <u>Approval of Plans</u>. Prior to the commencement of the installation of the Licensee's Equipment, the Licensee shall prepare and submit plans, specifications, and working drawings to the Owner in respect of such installation for the approval of the Owner, which approval shall not be unreasonably withheld or delayed.

7.2 <u>Installation</u>. Upon receipt of the Owner's written approval pursuant to Section 7.1 above, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed diligently in a responsible and workmanlike manner and in accordance with all applicable laws, regulations, bylaws, orders, rules and ordinances of all federal, provincial and municipal governmental authorities.

7.3 <u>Labeling of Cables</u>. The Licensee shall identify each cable placed by it from the Equipment Room to the Backbone and from the Backbone to its customers' equipment in the manner requested by the Owner.

7.4 <u>Repairs and Maintenance</u>. The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.

7.5 <u>Liens</u>. The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material or services to the Licensee and shall fully indemnify and save harmless the Owner from and against all costs, claims, charges and expenses suffered or incurred by the Owner as a result of any such lien. Any such liens shall be discharged by the Licensee within ten (10) days.

PCI GROUP

1 . **1**73

P. 9

#### **ARTICLE 8 - INSURANCE AND INDEMNIFICATION**

8.1 <u>Insurance</u>. The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect, comprehensive general liability insurance in a minimum amount of Five Million Dollars (\$5,000,000.00) per occurrence for injury, death or property damage in or about the Backbone or the Building or arising our of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses.

8.2 Indemnification. The Licensee shall indemnify and save hampless the Owner from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of (a) the installation, operation, maintenance, repair or removal of the Licensee's Equipment in the Equipment Room and in the Building, (b) the Licensee's provision of communications services to tenants in the Building pursuant to this Agreement, (c) the Licensee's use of the Backbone, and (d) the Licensee's breach of any of its covenants and obligations under this Agreement.

#### ARTICLE 9 - TAXES

9.1 <u>Taxes</u>. The Licensee will pay all costs, taxes and other levies related to the installation, maintenance, operation and relocation of the Licensee's Equipment, conducting its operations and exercising its rights under this Agreement.

### ARTICLE 10 - TERMINATION

10.1 <u>Termination by Licensee</u>. The Licensee shall have the right to terminate this Agreement upon written notice to the Owner in the event of the occurrence of any of the following:

(a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;

(b) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment except to the extent that any such damage is due to the negligence or willful misconduct of the Licensee or those for whom the Licensee is in law responsible and provided that the Licensee repairs any damage to the Equipment Room or the Building caused as a result of the damage to the Licensee's Equipment;

(c) the Owner defaults in the observance of performance of any of the Owner's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Owner, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for caring such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Owner promptly commences such cure with reasonable diligence; or

(d) the Owner makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to

8

990552509

9-30-02:07PM;REGULATORY POLIC

1 時間

bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Owner is conclusive evidence of insolvency.

10.2 <u>Termination by the Owner</u>. The Owner shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:

(a) the Licensee defaults in the payment of the Equipment Licensee Fee and/or the Backbone License Fees or any other sum due under this Agreement, and such default continues, for more than five (5) days after receipt of written notice of such default by the Owner to the Licensee;

(b) the Licensee defaults in the observance or performance of any of the . Licensee's obligations under this Agreement and such default continues for more than fifteen (15) days after receipt of written notice of such default by the Owner to the Licensee, unless such default cannot reasonably be cured within such fifteen (15) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or

(c) the Licensee makes as assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

10.3 <u>Surrender</u>. Upon the expiration or earlier termination of this Agreement, the Licensee shall immediately cease utilizing the Backbone and the Equipment Room, shall remove the Licensee's Equipment from the Equipment Room and the Building and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear.

## ARTICLE 11 - ASSIGNMENT

11.1 <u>Assignment by the Owner</u>. The Owner may sell, convey, assign, pledge or otherwise deal with the Building or any part thereof, and may assign this Agreement, subject to the rights of the Licensee pursuant to this Agreement, without the consent of the Licensee.

11.2 <u>Assigned by the Licensee</u>. This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Owner, which consent shall not be unreasonably withheld or unduly delayed, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canada Business Corporations Act*, upon written notice to the Owner, provided, however, that no such assignment shall relieve the Licensee of its obligations hereunder.

## ARTICLE 12 – DAMAGE OR DESTRUCTION OF BUILDING

12.1 <u>Right to Terminate</u>. Except where caused by the negligence or willful misconduct of the Licensee, in the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the licenses granted by the Owner under this Agreement, the Owner, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Owner elects not to repair such damage within one hundred eighty (180)

· \*

days, the Owner or the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 10.3 of this Agreement. If such damage is caused by the negligence or willful misconduct of the Licensee, the insurance proceeds will be used to repair such damage and any shortfall in insurance proceeds shall be made up by the Licensee.

# ARTICLE 13 - FORCE MAJEURE

And the second second

2.4.13

13.1 Force Majeure. Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force Majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

### **ARTICLE 14 – NOTICES**

14.1 <u>Notices</u>. Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:

(a) If to the Owner:

Burrard International Holdings Inc. 1800 – 1030 West Georgia Street Vancouver, BC V6E 2Y3 Attention: Property Manager Facsimile: 604.681.8881

(b) If to the Licensee:

Telus Communications Inc. Telus Plaza South Tower, 21<sup>st</sup> Floor 10020 - 100<sup>th</sup> Street Edmonton, Alberta T5J 0N5 Attention: Manager, Building Access, Western Canada

14.2 <u>Receipt</u>. Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day. Where a

PC GROUP

Notice is sent by registered mail, it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event should any Notice be sent by mail during any period of interrupted or threatened interruption of postal service.

14.3 <u>Change of Address</u>. Either party may change its address or particulars for purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 14.

## ARTICLE 15 - MISCELLANEOUS

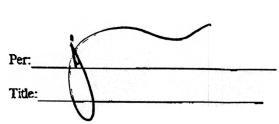
15.1 <u>CRTC Decision</u>. The Owner and the Licensee acknowledge that the access rights of telecommunications providers in multi-tenant buildings is presently subject to a regulatory proceeding initiated by the CRTC. In the event the CRTC issues a ruling or decision in respect of such access rights while this Agreement is in effect, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, and all appropriate adjustments in respect of any amounts paid under this Agreement shall immediately be made between the parties to ensure that this Agreement is brought into conformity with such ruling or decision, including, without limitation, the termination of this Agreement if necessary.

15.2 <u>Entire Agreement</u>. This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

15.3 <u>Waiver</u>. No failure by either party to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

15.4 <u>Successors and Assigns</u>. This Agreement shall be binding upon, and shall emme to, the benefit of the parties and their respective successors and permitted assigns.

IN WTNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly anthorized in that behalf.



BURRARD INTERNATIONAL HOLDINGS INC.

| AUG | 2002 10:32AM | PCI GROUP | d for $d$ | 571 | P | 13 |
|-----|--------------|-----------|-----------|-----|---|----|
|-----|--------------|-----------|-----------|-----|---|----|

TELUS COMMUNICATIONS INC. Ø Per: Ł 1 Tile: MANAGHR BUILDING ACCESS WESTERN CAMADA

1.

| AUG. | 30. | 2002 | 10:32AM |
|------|-----|------|---------|

PCI\_GROUP

NO. 571 P. 15

# SCHEDULE B

# Legal Description of Lands

Lot A, Block 4, District Lot 185, Plan 92

4

\$1 \21 # 9905567081;