

DATA PAGE

This Data Page forms part of the Telecommunications License Agreement made as of the 25th day of October, 2004 between IBM Canada Limited, as Licensor and Telus Communications Inc., as Licensee.

Building: the multi-tenant building municipally known as 3500 Steeles Avenue East, in the Town of Markham, and the Province of Ontario.

Equipment Area(s): as depicted or described on Schedule "B".

Costs: (i) Occupancy Charges: see Schedule "C"
(ii) Initial Costs: see Schedule "C"
(iii) Ongoing Costs: see Schedule "C"

Commencement Date: the 1st day of November, 2004.

Term: Three (3) Years, starting on the Commencement Date, and expiring on the 31st day of October, 2007

Renewal Periods: Provided Licensor has not exercised its option to terminate the current head lease dated December 11, 1981 with J & S Realty Nominee Inc., two (2) x five (5) years

Notices to Licensor at:
3500 Steeles Avenue East
Tower 4-1
Markham, Ontario
L3R 2Z1

Attention: Manager, Real Estate Leasing
Fax: (905) 316-6925

to Licensee at:
90 Gough Road
Markham, Ontario
L3R 5V5
Attention: Robert Beatty, AVP, Building Access
Fax: (416) 496-6767

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SCHEDULES

SCHEDULE "A"	DEFINITIONS
SCHEDULE "B"	EQUIPMENT AREA(S) PLAN(S), EXCLUSIVE USE AREA(S), ENTRANCE LINK and COMMUNICATIONS SPACES
SCHEDULE "C"	COSTS and OCCUPANCY CHARGES

TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of the 25th day of October, 2004.

B E T W E E N

IBM CANADA LIMITED

(hereinafter the "Licensor")

- and -

TELUS COMMUNICATIONS INC.

(hereinafter the "Licensee").

1. DEFINITIONS

In this Agreement, the definitions set out on Schedule "A" apply.

2. GRANT OF LICENSE

Subject to, and in accordance with the provisions of this Agreement, the Licensor grants to the Licensee for the Term, a non-exclusive license, revocable only in accordance with the express terms of this Agreement, to:

- (a) install, operate, maintain, improve, replace and remove, at the Licensee's sole expense and risk, certain Communications Equipment in the Equipment Area(s); and
- (b) install, maintain, operate, and replace, at the Licensee's sole expense and risk, certain Connecting Equipment, through the Entrance Link(s) and through the Communications Spaces to the premises of tenants and occupants of the Building.

Although the license granted to the Licensee is a non-exclusive one, if an Exclusive Use Area is identified in Schedule "B" of this Agreement, the Licensee will not be required to share occupancy of the Exclusive Use Area with any other licensee or any tenant or other occupant of the Building.

3. COSTS AND OCCUPANCY CHARGES

The Licensee shall pay the following to the Licensor:

annual Occupancy Charges, beginning on the Commencement Date and payable annually in advance, without deduction, set off or abatement, as specified on Schedule "C" attached hereto;

on the date of the Licensee's execution of this Agreement, the Initial Costs specified in Schedule "C"; and

- (c) during the term of this Agreement, the Ongoing Costs more particularly set out in Schedule "C" attached hereto.

4. TERM

The Term of this Agreement will commence on the Commencement Date and expire on the date stipulated on the Data Page. However, if the Licensee has not installed the Licensee's Equipment in the Building within one hundred and eighty (180) days of the Commencement Date, the Licensor may terminate this Agreement on thirty (30) days' notice to the Licensee and Section 16 will apply.

5. OPTION(S) TO RENEW

If the Licensee does not default under this Agreement, the Licensee may renew the Term for the Renewal Period(s) if any stated on the Data Page, but the Licensee must give written notice of its exercise of this option at least six (6) months and not more than twelve (12) months prior to expiration of the Term, or the Renewal Period, as the case may be, and there will be no Renewal Period following the expiry of the last Renewal Period stated on the Data Page.

6. USE

The Licensee shall use the Building Communications Spaces and the Equipment Area(s) in the Building solely for the purpose of providing telecommunication services to the tenants or occupants situated in the Building who subscribe for those services during the respective terms of their tenancies. The Licensee must not serve other properties from the Building unless expressly approved in writing by the Licensor. This Agreement prohibits the installation or operation by or on behalf of the Licensee, of all forms and types of rooftop communications equipment or wireless communications equipment and all types of broadcasting equipment and services, without further agreement with the Licensor not to be unreasonably withheld or delayed.

7. INSTALLATION, CONSTRUCTION AND ALTERATIONS BY LICENSEE

7.1 Plans and Specifications

Prior to any installation, construction or other work, and prior to any changes, alterations or upgrades to any existing work or installation in the Building, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor the

following: working drawings, plans and specifications for the work or installation detailing, without limitation, the type, size and location of the Licensee's Equipment, the Communication Spaces to be used by the Licensee and the Equipment Area(s), all specifically describing the proposed construction and work (collectively the "Plans and Specifications"). All Plans and Specifications must be prepared in accordance with industry standards, and will be considered as part of the Plans and Specifications only when they have been approved by the Licensor, in writing. The Licensor's approval of Plans and Specifications will not be considered a representation or acknowledgement that the Licensee's Equipment will not cause interference with other systems or equipment in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee. The Licensor will Act Reasonably in attempting to accommodate the Licensee's reasonable requirements for the time frames for approval of Plans and Specifications, but the Licensee acknowledges that either (i) the Licensor will not be required to expend funds, or to retain consultants or additional staff to meet the time requirements of the Licensee; or (ii) the Licensor may choose to have external resources to review Plans and Specifications notwithstanding completion of such work or installation in the Building. Where the work or installation is not found to be to the satisfaction of the Licensor, Acting Reasonably, then the Licensor may require the Licensee to reinstall its equipment to the satisfaction of the Licensor and failing which, in addition to any other remedy it has in this Agreement, it shall be entitled to undertake the required modifications or reinstallation as are reasonably required at the Licensee's sole cost and expense.

7.2 Standards of Construction

All installation and construction, including but not limited to alterations and upgrades shall be performed only:

- (a) in a neat, responsible, and good and workmanlike manner, using the best construction standards,
- (b) strictly in accordance with any requirements imposed by the Licensor, Acting Reasonably, concerning the manner and times of installation and construction;
- (c) in accordance with all applicable laws, rules and regulations;
- (d) using only contractors approved in writing by the Licensor Acting Reasonably; and
- (e) strictly in accordance with the Plans and Specifications.

7.3 Permits

The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety standards, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.

7.4 Labelling

The Licensee shall label each cable installed by or used by the Licensee in the Communications Spaces. The labelling will reference the floor where the cable originates and the floor where the cable terminates. The Licensor will Act Reasonably in connection with the requirements stated above in this Section. The Licensor agrees and acknowledges that TELUS will have a corporate standard for labelling that complies with the security requirements of its clients. If the Licensee fails to label, in accordance with the foregoing, then the Licensor shall be entitled to retain the services of a reputable third party contractor to conduct such labelling, and the costs of same shall be paid for by the Licensee forthwith upon receipt of the invoice from the Licensor for such costs.

7.5 As Built Drawings

The Licensee will be required to provide to the Licensor as built drawings prepared by a professional engineer and in whatever format the Licensor requires, Acting Reasonably, depicting the Licensee's Equipment, its locations, its method of installation, and any other actual on-site conditions required by the Licensor. Those as built drawings will be required to be updated and revised from time to time should any material changes occur to the Equipment Area(s), the Building or the Licensee's Equipment. The as built drawings will be provided in each case no later than twenty-one (21) days after the Licensor's written request. Any reasonable out of pocket costs incurred by the Licensor in reviewing these as built drawings will be paid by the Licensee, costs reasonably incurred shall be consistent with telecommunications industry standards.

7.6 INTENTIONALLY DELETED

7.7 Liens

The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section shall survive termination of this Agreement. All liens shall be removed within ten (10) business days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money

into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay such cost to the Licensor forthwith.

7.7 No Representation or Warranty By Licensor

The Licensor makes no warranty or representation that the Equipment Area(s), the Communications Spaces or any part of the Building are suitable for the Licensee's use and accepts no responsibility if they are not suitable. The Licensee is deemed to have satisfied itself in all respects including completing comprehensive site inspections of the Equipment Area(s), the Communications Spaces and the Building, respectively, and accepts them "as is". The Licensor is under no obligation to perform any work or provide any materials to prepare the Equipment Area(s), the Communications Spaces or the Building for the Licensee. Without limiting what is stated above, the Licensor has no obligation to provide emergency or "backup" power to the Licensee and, so long as it makes reasonable efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use, it will not be responsible for any losses, costs or expenses suffered as a result of any such outages.

8. LICENSEE'S OPERATIONS

8.1 Positive Obligations

The Licensee shall, at its sole cost and expense:

- (a) maintain and repair the Equipment Area(s) and keep the Licensee's Equipment in proper operating condition;
- (b) expeditiously repair any damage to the Communications Spaces and any other property owned by the Licensor or by any tenant, licensee or occupant of the Building if the damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees;

comply with all Building rules and regulations which shall be consistently applied by the Licensor to all telecommunications service providers accessing the Building, as periodically adopted by the Licensor, Acting Reasonably and cause its agents, employees, contractors, and invitees to do so;

comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Equipment Area(s), Licensee's Equipment, and the Licensee's provision of services; and

strictly comply with all occupational health and safety legislation, workplace safety and insurance legislation, and other governmental

requirements relating to performance of work and adherence to safety standards; ensure that the Licensor is fully aware of any requirements on its part related to work to be performed by Licensee; fully inform the Licensor concerning all those matters that are required to be performed by the Licensor in connection with the Licensee's activities in order to ensure compliance with governmental requirements and, except where the Licensor specifically directs otherwise, perform those matters on the Licensor's behalf and indemnify the Licensor in respect of any failure of the Licensee to perform its obligations under this Section.

8.2 **Restrictions**

The Licensee shall not:

- (a) interfere with the use and enjoyment of the Building by the Licensor or by tenants or occupants of the Building or other buildings;
- (b) allow the Licensee's Equipment to disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, utility, or other systems, the structural elements of the Building, or with the use or operation of communications or computer devices, systems, facilities, and devices situated in the Building or on neighbouring properties;
- (c) make any claim against the Licensor for damage to the Licensee's Equipment, (including theft, misappropriation or loss) except to the extent due directly to the Licensor's negligence or wilful misconduct;
- (d) encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In Building Cable Facilities unless agreed to in writing by the Licensor after requested by the Licensee. Such consent not to be unreasonably withheld or unduly delayed or conditioned. Where required by the CRTC or other applicable laws, rules or regulations, the Licensee may permit local exchange carriers to use in-building wire under its ownership or control.
- (e) **INTENTIONALLY DELETED**
- (f) use any part of the Licensee's Equipment as network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building unless agreed to in writing by the Licensor after requested by the Licensee. Such consent not to be unreasonably delayed, withheld or conditioned.

- (g) during construction or otherwise, block access to, or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building, or entranceways and will not interfere with the use and enjoyment of the Building by the Licensor or by tenants or occupants of the Building or other buildings;
- (h) use any part of the Equipment Area(s) or any other part of the Building as offices, for administration purposes, marketing, advertising, storage, or any other purpose not specifically provided for in this Agreement and approved by the Licensor; or
- (i) conduct marketing activities, merchandising activities, advertising campaigns or other forms of promotion within the Building without prior written approval of the Licensor, Acting Reasonably, nor make any public announcement, pertaining to this Agreement without the Licensor's prior written approval.

9. ACCESS RESTRICTIONS

9.1 Authorized Access

Those persons that are authorized by the Licensee in writing, and who are identified, and approved in accordance with the Licensor's security procedures for the Building (and, subject to Section 9.3, no others) may have access to the Equipment Area(s) and to the Communications Spaces. However, the Licensor's security and safety procedures and any restrictions on hours of access imposed by the Licensor must be strictly complied with, provided the Licensor acknowledges and agrees that the Licensee, in order to comply with regulated service levels, must have 24 hour, 7 day a week, access to the Building. The Licensee will comply with security procedures as consistently applied to all telecommunications service providers accessing the Building. The Licensee shall be fully responsible for the acts and omissions of its employees, and other authorized persons invited on its behalf to enter the Building.

9.2 Notice of Access

Except in the event of an emergency, the Licensee will give at least twenty-four (24) hours' written notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. Any person who accesses the Communication Spaces, or any other part of the Building which the Licensor designates, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment will be paid by the Licensee to the Licensor based on reasonable cost. Such costs to be consistently applied by

the Licensor to all telecommunications service providers accessing the Building. If there is an emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces or other designated area of the Building and, within five (5) days following a request from the Licensor, shall provide to the Licensor a written report detailing the nature of the emergency, the corrective actions taken, and any other relevant information.

Licensor's Access

Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Area(s) or any Exclusive Use Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Area(s), Exclusive Use Area, or the Building or for such other purposes as the Licensor considers necessary Acting Reasonably. The Licensor will, however, except in case of an emergency, give the Licensee at least 24 hours' advance notice before entry into an Exclusive Use Area and will use reasonable efforts to minimize any interference with the Licensee's operations.

10. INSURANCE AND RISK MANAGEMENT

Licensee's Insurance

Unless otherwise agreed with the Licensor, the Licensee shall maintain in force, at its expense, during the Term of and any Renewal Periods in form and content satisfactory to the Licensor, Acting Reasonably:

- (a) a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensor, Acting Reasonably insuring the Licensee and, as additional insureds, the Licensor, the Owner(s), and any additional parties that the Licensor, Acting Reasonably, may designate by written notice with a combined single limit of not less than Ten Million Dollars (\$10,000,000.00) for injury, death and property damage including damage or loss to the Building and any property of the Released Persons and for injury or death of the Released Persons as well as for any injury or loss suffered by any of the customers of the Licensee;
- (b) automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000.00);

- (c) contingent employers' liability insurance;
- (d) legal liability insurance covering liability for damage to property in its care custody and control, in such reasonable amounts as the Licensor requires, Acting Reasonably; and
- (e) all risks property insurance on the Licensee's Equipment on a full replacement cost basis with a waiver of subrogation against the Licensor.

The Licensee's liability insurance will contain owners' and contractors' protective coverage, contractual liability coverage including coverage for the Licensee's indemnity obligations under this Agreement, a cross liability and severability of interests clause; will be written on an occurrence basis, and will provide protection for TELUS against economic and consequential loss in accordance with the terms and conditions of its policy of insurance. The Licensee's insurance shall contain provisions providing that the insurance shall be primary insurance with any other insurance maintained by the Licensor, or the Owner(s) being excess and non-contributing with the insurance of the Licensee. Each of the Licensee's liability insurance policies will be endorsed to require at least thirty (30) days prior written notice of cancellation of the policy to be given to the Licensor.

Evidence of Insurance

The Licensee will provide to the Licensor before entering on any part of the Building for the purpose of installation or operation of any of the Licensee's Equipment insurance certificates in a form, detail, and content satisfactory to the Licensor confirming that the coverages and policies required to be maintained by the Licensee as provided above, are in full force and effect. On each anniversary of the Commencement Date Licensor may request that the Licensee provide to the Licensor updated and current certificates satisfying the requirements stipulated above.

Contractors' and Subcontractors' Insurance

All contractors, and subcontractors of the Licensee will be required to maintain builder's risks all risks, contractor's liability insurance, (including completed operations coverage), and such other insurance as may be required by the Licensor, Acting Reasonably, in such amounts; in such forms, and issued by such insurers, as are approved by the Licensor, Acting Reasonably.

Exculpatory Provisions

None of the Released Persons will be responsible to the Licensee and the Licensee releases the Released Persons in respect of all liability in connection with loss of business, property damage, damages, or other matters related to the acts, omissions, or duties of the Released Persons in connection with this

Agreement, the Licensee's Equipment, the Equipment Area(s), Communications Spaces, or the Building; any aspect of the Building, facilities within the Building, or the respective operations of the Licensee or the Released Persons. However, to the extent a Released Person breaches its obligations under this Agreement, is negligent, engages in wilful misconduct, or deliberately and wilfully causes damage to the Licensee, or its property, and also to the extent of the insurance obtained and proceeds received by a Released Person, the Released Person will not be released from liability.

Indemnity

The Licensee shall exercise due care to avoid any action that may cause damage to any part of the Building or the Licensor's tenants or occupants. The Licensee shall indemnify, and hold each of the Released Persons harmless from and against any direct claims, losses, costs, damages or expenses of whatever kind arising directly or indirectly from: (i) the construction, installation, operation, damage to or loss of, maintenance, repair, or removal of the Licensee's Equipment contrary to this Agreement, or (ii) any breach of this Agreement by the Licensee. However, to the extent loss, damage, cost or expense is due to the negligence or wilful misconduct of a Released Person or is otherwise covered by insurance obtained and proceeds received by a Released Person, the Released Person will not be indemnified by the Licensee. The provisions of this Section shall survive termination of this Agreement for the applicable statutory periods regarding limitation of actions or claims for events that occurred on or before termination of this Agreement.

Expanded Meaning of Licensor-Agency and Trust

Wherever an exculpatory clause, release, or indemnity is provided for under this Agreement in favour of the Licensor, it will be deemed to include also the Released Persons. The Licensor acts as agent or trustee for the benefit of the Released Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each exculpatory and indemnity clause in this Agreement that is intended to benefit them.

11. TRANSFERS AND OTHER DEALINGS BY LICENSEE

Assignment

The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor but the Licensor must Act Reasonably in considering whether to withhold consent. No assignment shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing. Notwithstanding the foregoing the Licensee may assign without Licensor consent to any corporate affiliate or associate as defined in the Canada Business Corporations Act (CBCA) provided

that this Agreement shall be re-assigned back to the original Licensee if such assignee ceases to be an affiliated or associated corporation.

Sublicensing

The Licensee may upon receiving prior written consent from the Licensor sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider unless required by law and or the CRTC. Such consent not to be unreasonably delayed, withheld or conditions.

Change of Control

For the purposes of the restrictions set out above, any corporate change of control, change in partnership, or other dealing with the issued shares of, assets, partnership interests in, or other aspect of the Licensee or its assets which has the result of changing the effective control of the Licensee will be considered as an assignment in respect of which the Licensor's consent is required in advance in writing. This does not apply, however, if the Licensee is a company with its shares listed on a recognized stock exchange in Canada or the United States of America nor does it apply if the Licensee is a subsidiary of such a company and the effective change of control occurs by virtue of dealings with the shares of the parent company.

Lenders

The Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, first priority secured financing of all or part of its business undertaking. However, this permission does not imply that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 11.

12. HAZARDOUS MATERIALS

The Licensee shall not install, bring upon, or use any Hazardous Substance in or on the Building. The Licensor warrants to the best of its knowledge the Exclusive Use Area shall be free from any Hazardous Substance as of the Commencement Date. The Licensee shall indemnify and hold the Released Persons harmless from any direct claim, loss, cost, damage, or expense resulting from any breach by the Licensee regarding the installation or location of any Hazardous Substance in the Building, including any costs incurred in remedying a breach. The Licensee shall, at its own cost and expense, at all times comply with all applicable laws and regulations from time to time in force relating to the Licensee's use of the Building as set out in this Agreement, and the protection of the environment generally.

13. INTERFERENCE

13.1 Procedure on Notice of Interference

Upon notice to the Licensee by the Licensor that the Licensee's Equipment is interfering with the use and enjoyment of the Building by the Licensor, tenants, occupants or other licensees, the Licensee shall immediately co-operate with the Licensor to identify the source of the interference and shall within forty-eight (48) hours after the Licensor's notice, cease all operations (except for testing as approved by the Licensor, Acting Reasonably), until the interference has been corrected to the satisfaction of the Licensor, Acting Reasonably, unless the Licensee establishes prior to the expiration of the forty-eight (48) hour period that the interference is not caused by the Licensee's Equipment. The Licensee will be responsible for all costs associated with any tests that the Licensor, Acting Reasonably, considers necessary to resolve interference. If the interference has not been corrected within five (5) days after notice to the Licensee of its occurrence, the Licensor may, without waiving its other remedies, require the Licensee to remove specific items from the Licensee's Equipment causing the interference.

Interference by Third Parties

If the equipment of any telecommunications service provider, or of any tenant or occupant of the Building (a "Third Party") interferes with the operation of the Licensee's Equipment, the Licensee will co-operate with the Third Party and the Licensor will make reasonable efforts, at the expense of the Licensee, to require the Third Party to co-operate with the Licensee to resolve the interference in a mutually acceptable manner. If co-operation fails to resolve the matter, the Licensee may enjoin the interference by legal action against the Third Party but without the involvement or participation of the Licensor. The Licensee's sole remedy with respect to the Licensor in the event of unresolved interference by a Third Party will be to terminate this Agreement on thirty (30) days' written notice.

Emergency Situations

If a situation ("an Emergency Situation") occurs in which an immediate threat is posed to the health and safety of occupants of the Building or to the Building itself or there is a disruption or outage in services to occupants of the Building, and the Licensor, Acting Reasonably, determines it to be attributable to the Licensee's Equipment, then, upon written or verbal notice, the Licensee shall remedy the situation immediately. If the Licensee fails to remedy the Emergency Situation or if the Licensor determines that the Licensee's response time is not adequate, then the Licensor may remedy the Emergency Situation at the Licensee's sole expense and this may include interruption of the power supply to the Licensee's Equipment

Noise

The Licensee shall not allow any excessive or objectionable levels of noise as determined by the Licensor, Acting Reasonably, to be generated by the Licensee's Equipment.

14. DEFAULT-REMEDIES

Right of Termination

In addition to, and without limitation to any other remedies available to the Licensor, upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement and the Licensor may sue for any other damages to which it may be entitled at law or in equity including Fees that would have been due after the date of termination.

SPECIFIC LICENSOR'S TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, the Licensor may elect to terminate this Agreement within ninety (90) days after the happening of each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the Licensee (or in the case of subsection (d), at least ninety (90) days' prior written notice to the Licensee) if:

- (a) the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within one hundred and eighty (180) days after the damage, as determined by the Licensor, Acting Reasonably;
- (b) the Equipment Area(s) or the Communications Spaces have been damaged and it is not feasible to restore them within ninety (90) days after the damage as determined by the Licensor, Acting Reasonably; or
- (c) the Building has been expropriated in whole or in part by a lawful authority and it is not feasible to continue to use the Building or a substantial part of the Building as determined by the Licensor, Acting Reasonably.
- (d) The Licensor wishes to redevelop, or otherwise alter the Building and the relocation of any part of the Equipment Area or the Licensee's Equipment is not feasible, or where the Licensor elects to change the primary use of the Building to a use other than that in effect as of the date of this Agreement.

Either party may terminate this License without liability to the other party, upon one hundred and eighty (180) days written notice to the other in any of the following circumstances:

- (a) in the event the Licensee does not install any Licensee's Equipment in the Building;
- (b) the Licensee no longer provides Licensee's telecommunication services in the Building;
- (c) the revocation of the Licensee's LEC status by the CRTC;
- (d) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, provincial, municipal or other governmental authority having jurisdiction over the provision of Licensee Services or any other matters required by the Licensee to provide Licensee Services;

Reasonable notice of either party with respect to subsections (a) and (b) above shall be one hundred and eighty days following notice where the POP Space is not required by an entering LEC or following notice where the POP Space is required by an entering LEC.

16. REMOVAL AND RESTORATION

At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, remove the Licensee's Equipment and all of the Licensee's personal property from the Building, excluding the in building wire under its responsibility and control which the Licensee shall not be required to remove unless the Licensor deems such in building wire unusable for future use or unless it blocks entry of another LEC. Any property not so removed within thirty (30) days after the expiration or termination may at the Licensor's sole option (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay the costs of storage) or (ii) becomes the property of the Licensor without compensation to the Licensee. The Licensee, at its sole cost and expense, shall fully repair to the Licensor's satisfaction, Acting Reasonably, all damage caused by the installation, operation or removal of the Licensee's Equipment. If the Licensee fails to fully repair to the Licensor's satisfaction, Acting Reasonably, any such damage, the Licensor may, in its sole discretion, repair such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an

engineer's report confirming completion of the removal in accordance with this Agreement. The Licensee will also provide to the Licensor a current wiring map showing all of the Licensee's wiring locations within the Building if such wiring is not removed by the Licensee in accordance with the provisions of this Agreement.

17. LICENSOR'S ALTERATIONS

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building; may close all or any part of the Building to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and the Licensor may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

18. NOTICES

Any demand, notice or other communication to be given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of personal delivery or facsimile transmission with confirmation of transmission, provided that personal delivery is made or facsimile transmission sent before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Data Page. Notices given by electronic means will not be considered to have been given in writing.

19. INTENT AND INTERPRETATION

No Implied Waiver

The waiver by a Party of any breach of any term, covenant or condition shall not be deemed to be a waiver of the term, covenant, or condition for any subsequent breach or of any other term, covenant or condition.

Subordination

On the condition Licensor uses commercially reasonable efforts to provide Licensee a Non-Disturbance Agreement, the Licensee accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Building or the lands upon which the

Building is located and to any renewals, modifications, consolidation, refinancing, and extensions thereof. This provision is self-operative and no further document shall be required to effect the subordination of this Agreement.

Severability

If any part of, or any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement is invalid or unenforceable under applicable law, the part shall be ineffective to the extent of the invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible to them.

19.4 Governing Law

The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the Province in which the Building is located and the laws of Canada applicable therein

Survival of Provisions

Any obligation of the parties relating to monies owed, as well as those provisions relating to limitation on liability, indemnity, and actions, shall survive termination or expiration of this Agreement.

License Only

This Agreement creates a non-exclusive license only and the Licensee acknowledges that the Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Building, Building Communications Spaces, or Equipment Room by virtue of this Agreement or the Licensee's use of the Building, Building Communications Spaces or Equipment Room. The relationship between the Licensor and the Licensee shall not be deemed to be a "landlord-tenant" relationship and the Licensee shall not be entitled to avail itself of any rights afforded by law to tenants. No partnership, joint venture or any agency relationship is created or intended to be created between the Licensor and the Licensee. The only relationship between them is that of independent contractors.

Limitation of Licensor Obligations

The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or be binding upon any subsequent Licensor or owner after the sale, assignment or transfer by such subsequent Licensor) to the extent the transferee agrees to assume the Licensor's obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. The liability of each Party that signs this Agreement as Licensor, is several and not joint, or joint and several, and is limited to the interest of the Party from time to time in the Building.

Application of Funds

No acceptance of part payment of Fees or other amounts owed to the Licensor will be considered as an accord and satisfaction; the Licensor despite any direction or restriction endorsed on any cheque or accompanying any payment, may apply any payment, in whole or in part against any amounts owed to the Licensor, in its sole discretion; and no acceptance of any payment, even if it purports to be for any subsequent period, shall be construed as a waiver by the Licensor of its right of termination for pre-existing defaults.

Entire Agreement

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the Parties.

19.10 Disputing Charges

The Licensee may only dispute any amount demanded or invoiced under this Agreement if it does so by written notice stating the details and basis of the objection within sixty (60) days after receipt of the demand or invoice, failing which it will be deemed to have accepted the demand or invoice.

19.11 Interest

Interest accruing at one percent (1%) greater than Prime on any arrears of Costs and/or Occupancy Charges will be payable by the Licensee on demand.

Time

Time shall of the essence hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

20. CRTC REQUIREMENTS

The Licensor acknowledges that the Licensee is under the jurisdiction of, and subject to regulation by the Canadian Radio Television and Telecommunications Commission (the "CRTC") and nothing in this Agreement will be construed so as to interfere with the right and obligation of the Licensee to comply with the applicable legislative and regulatory requirements of the CRTC. If a decision, ruling, regulation, or law is made by the CRTC and if the decision, ruling, regulation, or law purports to affect the respective rights and obligations of the Licensor and the Licensee under this Agreement without regard to the date upon which this Agreement is entered into or becomes effective, then the Licensor and the Licensee will adhere to the decision, ruling, regulation, or law subject to the following:

- (a) either Party may require that both Parties continue to adhere to the terms and conditions of this Agreement to the extent it is legally permissible, pending any appeal of the decision, ruling, regulation, or law and
- (b) the Parties will, in good faith, negotiate to amend this Agreement to accommodate equitably, the changes that are necessary and appropriate as a consequence of the decision, ruling, regulation, or law. If there is a dispute concerning the changes and amendments referred to above, then the dispute will be determined by arbitration using a single arbitrator and in accordance with the arbitration legislation of the Province in which the Building is located unless otherwise required by the CRTC or applicable laws.

21. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licensor from time to time, within ten (10) days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this Agreement is in good standing, confirming, the Costs and Occupancy Charges payable and the Costs and Occupancy Charges actually paid to any date specified by the Licensor for the statement, confirming the Commencement Date, the Term, any Renewal Periods to which it claims to be entitled, and any other information that the Licensor reasonably requests pertaining to this Agreement or Building.

22. UNAUTHORIZED CONTINUED USE

If the Licensee continues to use any part of a Building after the expiry of the Term without the Licensor's prior written consent, then, without limiting the Licensor's other remedies (including the right to evict the Licensee), the Costs and Occupancy Charges payable in respect of the Building will be double that which applied during the last year of the Term or Renewal Period, as the case may be, subject to pro-rating, however, should the unauthorized use continue for less than the full year.

23. TITLE REGISTRATIONS


The Licensee will not register this Agreement or any notice in respect of it on title to the Building without the prior written consent of the Licensor. All costs and expenses of the Licensor in reviewing and approving notices for registration on title will be paid by the Licensee. The Licensor will Act Reasonably in this regard. The Licensee shall, at its sole expense, upon the expiration or earlier termination of this Agreement, register a discharge of any such approved registration.

24. RIDERS

Each of the Riders that the Parties have identified by initialling on the Data Page, forms part of this Agreement.

**LICENSOR:
IBM CANADA LIMITED**

**LICENSEE:
TELUS
COMMUNICATIONS
INC.**

Per: 
Name: J. H. Safer
Title: General Counsel & Secretary

Per: 
Name: ROBERT BEATTY
Title: AUP BUILDING ACCESS

Per: 
Name: Tom Gray
Title: VP, Fin + Ops + CFO

Per: _____
Name:
Title:

I/We have authority to bind the
the corporation

I/We have authority to bind
the corporation

SCHEDULE "A" DEFINITIONS

"Acting Reasonably" or "Act Reasonably": acting in a manner that is rational and is not arbitrary, capricious, or for the purpose of obtaining a benefit collateral to the basic intent of this Agreement.

"Affiliate": a body corporate that is affiliated with another within the meaning of the Canada Business Corporations Act.

"Agreement": this agreement and its Schedules.

"Associate": a body corporate that is associated with another within the meaning of the Canada Business Corporations Act.

"Building": the building described on the Data Page.

"Business Day": a day that is not Saturday, Sunday, or a statutory holiday in the Province in which the Building is located.

"Commencement Date": the date stated as the Commencement Date on the Data Page.

"Communications Equipment": cabinets, racks, electronic equipment and other equipment installed, or to be installed by the Licensee, in, or on, an Equipment Area in accordance with this Agreement.

"Communications Spaces": pathways and areas for use by the Licensee in common with others, for Connecting Equipment and other equipment, and shown on Schedule "B".

"Connecting Equipment": the cables, conduits, inner ducts and connecting hardware installed, or to be installed by the Licensee, through an Entrance Link, and in the Communication Spaces in accordance with this Agreement, and the wiring and facilities connecting the Communications Equipment, and any other equipment of the Licensee to a power supply.

"Costs": shall mean those costs and charges more particularly described in Schedule "C" attached hereto.

"Cross Connection": the connection of one wire or cable under the management and control, or ownership of one telecommunications service provider to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one telecommunication service provider to that of another, or any of its components.

"Data Page": the Page included in this Agreement as the "Data Page".

"Entrance Link": a coresleeve, or other penetration through the Building's foundation walls or elsewhere designated by the Licensor for use by the Licensee in common with others, and shown on Schedule "B".

"Equipment Area(s)": each area depicted or described in Schedule "B" as an "Equipment Area".

"Event of Default": Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:

the Licensee defaulting in the payment of any Occupancy Charges or Cost, or other sum of money due to the Licensor for more than five (5) days after written notice;

the revocation of the Licensee's permission to provide telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;

- (c) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
- (d) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation;
- (e) the Licensee's breaching of any of Sections 11.1, 11.2, 11.3 or 11.4;
- (f) the ceasing of the Licensee to carry on business in the ordinary course; and
- (g) the Licensee's defaulting in the observance or performance of any of the Licensee's other obligations under this Agreement and the default continuing for more than ten (10) days, (or 48 hours in the case of a failure to insure) after written notification of the default by the Licensor to the Licensee.

"Exclusive Use Area": an area (if any) shown on Schedule "B" as an "Exclusive Use Area", and forming part of an Equipment Area.

"Fee": any amount payable by the Licensee under this Agreement, including Occupancy Charges and Cost.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is located or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyls, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

"In-Building Cable Facilities": the Connecting Equipment in the Building Communication Spaces situated between the Equipment Area(s) and the leasable areas of the Building and other areas that might be occupied by the Licensee's subscribers or potential subscribers.

"Licensee's Equipment": the Communications Equipment and the Connecting Equipment.

"Normal Business Hours": the business hours stipulated from time to time by the Licensor, Acting Reasonably, during which the Building is normally open for business.

"Occupancy Charges": that Occupancy Charges to be paid pursuant to the provisions of Schedule "C" attached hereto for the space needed to access and house the Licensee's equipment.

"Owner(s)": the owner or owners from time to time of the Building.

"Parties": all parties to this Agreement.

"Party": a party to this Agreement.

"Plans and Specifications": the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7.1.

"Prime": the rate quoted from time to time as its "prime rate" for commercial loans in the city where the Building is situated by the Chartered Canadian Bank designated from time to time by the Licensor.

"Released Persons": the Licensor, its Affiliates, the Owner(s), their respective Affiliates, any lender that holds security on the Building, and the respective officers, directors, employees, and contractors, of all and any of them and anyone in law for which the Licensor and the Owner are responsible.

"Renewal Period": the period(s) if any stated as Renewal Periods on the Data Page.

"Term": the period of time stated as the Term on the Data Page.

SCHEDULE "B"

SCHEDULE "C"
Occupancy Charges and Costs

In consideration of the Licensee's use and occupation of the premises more particularly described in this agreement, the Licensee agrees to pay and be responsible for the following costs;

1. Occupancy Charges	Twenty Dollars (\$20.00) per square foot per annum, payable in advance.
2. Initial Costs	Billed on or prior to occupancy based on Licensor's Cost without additional mark up. The Licensor will provide reasonable back-up material to support the Initial Costs.
3. Ongoing Costs	Not estimated in advance but billed on or prior to occupancy. These are based on the operating costs directly attributed to the Licensee's operations within the Building and Premises.

Definitions

Capitalized Terms: any capitalized terms used but not defined in this Schedule have the same meaning as in the Agreement.

In this Schedule "C" and in this Agreement, the following terms shall be descriptive of the following;

1. **"Occupancy Charges"** shall mean costs for the use of space in the main terminal room or point of presence room and other telephone rooms but excluding risers and riser closets, such space being described as that space set aside for the use of the Licensee for floor mounted equipment, including reasonable space for service technicians to access such floor mounted equipment and for wall mounted equipment, reasonable space around such wall mounted equipment to access to such equipment, together with a share of the balance of the area in the main terminal room otherwise used for access to the particular space occupied by the Licensee.

2. **"Initial Costs"** shall be inclusive of the following costs;

(a) architectural, mechanical and electrical consulting fees description to provide or review architectural, electrical and heating ventilating and air conditioning design for construction of additional main terminal room or point of present space, riser rooms and other areas requiring reconstruction:

(b) mechanical engineering and construction description to provide sufficient cooling for the anticipated loads within the point of presence (“POP”) room and riser room and other areas requiring it:

(c) electrical engineering and construction to provide sufficient power distribution to support high power loads anticipated in the pop room, including possible connection to an emergency generator power grid, where available using a transfer switch, including the possible installation of consumption check meters to establish the basis for hydro charge-back:

(d) Security Installations - Installation and secured entry devices or other mechanical electronic security devices to secure the pop room and riser rooms including supervision of locks or card access to specific pop cages or enclosures, installations of closed circuit television cameras and tape backup security to record entry into the Pop room and riser rooms:

(e) General Construction - Amortization of construction costs for additional Pop or main terminal room (“MTR”) room space or re-construction of same to accommodate multiple providers, costs of construction of enlarged or enhanced infrastructure pathway connecting the pop room to the main distribution frame and the construction of pop cages, if required. For clarity, it is agreed that the Licensee shall only be responsible for construction costs under this section associated with the installation of the Licensee’s own equipment:

(f) Such other reasonable costs of facilitating the initial set up of the Licensee’s operations on the Licensor’s premises.

3. **“Ongoing Costs”** shall be inclusive of the following costs:

(a) **Utility Consumption and Common Costs** - The electrical costs attributed to the Licensee’s use and operation of the Licensee’s Equipment the Communications Spaces and the Equipment Areas based on reading through a check meter to be installed by the Licensee, at its cost, for the Licensee’s Equipment, in the Equipment Areas. Alternatively, the Licensor may require the Licensee not to install a check meter and, in that case, the Licensor shall, Acting Reasonably, estimate the amount of electricity consumed by the Licensee, which shall be invoiced to the Licensee and paid forthwith on receipt of the invoice:

(b) **Access or Pathway Costs** – Costs associated with the removal of in building wiring under the Licensee’s responsibility and control which the Licensor deems unusable for future use or determines that it blocks entry of another LEC. If the Licensor does not require the removal of such wiring, costs associated with the development of wiring maps showing all of the Licensee’s wiring/cabling locations in the Building.

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(c) Wiring Costs – Where the Licensee has agreed to use the Licensor’s wire, the rental of such wire based on recovery of the capital costs of acquisition and or installation of such wire:

(e) Miscellaneous Costs – Non-recurring fees for construction review, or access and floor penetrations based on the costs incurred by the Licensor in either effecting such changes or in supervising same and other reasonable costs incurred by the Licensor from time to time in facilitating, managing, administering and supervising the operations of the Licensee specifically or all telecommunications service providers located in the Building.