

**LEASING AGREEMENT
FOR
TELECOMMUNICATIONS SERVICES**

BETWEEN

TELUS Communications (Québec) Inc.

AND

Centre Commercial 5333 Enrg.

**LEASING AGREEMENT FOR
TELECOMMUNICATIONS SERVICES**

BETWEEN : **TELUS Communications (Québec) Inc.**, a company legally constituted, having its principal place of business at 6 Jules A. Brillant St., Rimouski (Quebec) G5L 7E4, duly represented herein by Mr. Victor Gauthier, Division Director, Building Engineering, duly authorized pursuant to a resolution of the company's board of directors;

(Hereinafter, "Telus Québec")

AND: **Centre Commercial 5333 Enrg.** a company, having its principal place of business at 7925 Kingsley Road, Cote St-Luc (Quebec) H4W 1P5 duly authorized.

(Hereinafter, the "Owner")

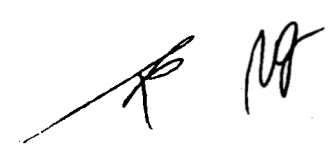
WHEREAS the Owner conducts business in the field of real-estate management; and

WHEREAS Telus Québec agrees to provide services to tenants subject to the terms and conditions herein.

WITNESSETH THAT THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION

In the present Agreement, the parties agree that the following words and expressions will be understood as follows:



- 1.1 **Agreement:** refers to the present Agreement along with any other documents that supplement, modify or confirm it, "**herein**", "**the present Agreement**" and other similar expressions refer to this agreement and not to a particular article, paragraph, clause or other subdivision within it; "**article**", "**paragraph**", "**clause**" or any other subdivisions refer to the stipulated subdivision of the present Agreement.
- 1.2 **Owner:** refers to, Centre Commercial 5333 Enrg.
- 1.3 **Parties:** refers to the parties to this Agreement; "**Party**" refers to one of these Parties;
- 1.4 **Single and unique agreement:** This Agreement and the documents to be submitted herein represent the sole and unique agreement between the Parties on the subject of this Agreement and replace any other prior verbal or written agreements, understandings or negotiations between the Parties;
- 1.5 **Waiver:** Any implicit or other form of waiver resulting from the conduct of one of the parties or for some other reason, to any entitlement provided herein shall not be deemed to be a waiver of any other entitlement provided herein, whether similar or not, and such a waiver shall not be deemed to be permanent, unless a provision to the contrary appears in a written declaration that has been duly signed by the waiving Party;
- 1.6 **Forbidden operations:** has the meaning assigned to it herein;
- 1.7 **Building:** refers to the building located at 5333 Casgrain, Montreal (Quebec), known as "**Building**";
- 1.8 **Telecommunications room:** refers to the space occupied by Telus Québec in its premises, hereinafter designated "**POP**".

2. SUBJECT OF THE AGREEMENT

2.1 Subject

The **Owner** hereby grants **Telus Québec** the right to install, operate, repair, replace, maintain, improve and modify (collectively, "install and maintain") any appurtenances used to supply telecommunications services from its **POP** to its customers in the **Building**.

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2.2 Leased spaces

2.1.1 Subject to payment of the rental provided hereinafter and subject to the terms and conditions herein, the **Owner** shall supply a premises measuring approximately ten feet by ten feet (7' x 9'), and bearing the number SS-Telus , of the building located at 5333 Casgrain, as described in Appendix "A", which will serve as the **POP** so **Telus Québec** can install and maintain its equipment within it.

Telus Québec shall provide an equipment layout plan in Appendix "B".

2.1.3. **Telus Québec** shall be entitled to use the leased premises for the sole purposes of providing telecommunications services.

The **Owner** grants **Telus Québec** unlimited access to its POP and permission to enter into it in accordance with the conditions provided herein so it can install and maintain its system and provide telecommunications services to the tenants and occupants of the Building.

3. WIRING FACILITIES

3.1. **Telus Québec** may make use of existing vertical distribution (riser) facilities within the Building, if they are adequate.

3.2. **Telus Québec** may install any additional wiring after receiving approval of the **Owner** to that effect.

3.3. **Telus Québec** shall reimburse the **Owner** for the cost of electrical consumption based on the electrical power ratings of the equipment installed in its POP. **Telus Québec** shall install an electrical check meter at its cost for this purpose.

3.4. The **Owner** shall provide **Telus Québec** with an electrical power supply with a capacity to be determined at a later date.

3.5. **Telus Québec** shall assume all POP construction and layout costs along with the piping necessary to connect the POP.

3.6. Standards and safety

Telus Québec shall permit the **Owner** to enter the POP if necessary. The **Owner** thereby agrees to comply with **Telus Québec's** access policies and to comply with its requirements for entering the POP. Furthermore, the **Owner** will allow **Telus Québec** to install a key box outside the Building to enable **Telus Québec** to enter its POP.

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4. DURATION

Duration of the Agreement

The **Agreement** will have duration of five (5) years, starting on the first day of April 2002 and concluding on March 31, 2007.

Renewal

Telus Québec will have the option of renewing this **Agreement** for two (2) additional five- (5-) year periods. At that time, the amount of rent to be paid shall be \$~~1000~~ greater than the rent paid in the previous 5 year term.

5. RENTAL

5.1. Rental charges

5.1.1. **Telus Québec** will pay the **Owner** a gross annual rent of \$2,500 for the **POP**.

5.1.2. The rent described in paragraph 5.1.1 will be payable in advance, annually on the first day of April.

5.1.3. **Telus Québec** recognizes that this rent does not include taxes, including the Tax on Goods and Services, the Quebec Sales Tax or any similar taxes that may be due in substitution to or in addition to the foregoing taxes; **Telus Québec** shall thus add said taxes to the amounts payable herein.

5.1.4. Notwithstanding article 5.1.1 it is understood that **Telus Quebec** shall provide the owner with free Regular Internet Access for one workstation in the building, throughout the term of this agreement.

6. CANCELLATION FOR CAUSE

This **Agreement** may be cancelled at any time by the **Party** not in default herein ("**the Other Party**"), by simple notice to that effect sent to the **Party** in default ("**the Defaulting Party**"), under the following circumstances:

- a) In the event of fraud by the **Defaulting Party** or its representatives;
- b) In the event of the liquidation, dissolution, general assignment of assets of the **Defaulting Party** in favour of its creditors under any legislation pertaining to bankruptcy or insolvency or in the event of the appointment of a trustee in bankruptcy to administer the assets of the **Defaulting Party**, for any reason whatsoever;

- c) If the **Defaulting Party** fails to comply with any of its obligations herein and fails to correct the situation within thirty (30) days following the mailing of a written notice to that effect by the **Other Party**;
- d) For any other reason that would justify the cancellation of the present **Agreement** under the laws of Quebec, because of the actions or omissions of the **Defaulting Party** or its employees or representatives if this situation is not corrected within a period of thirty (30) days from the mailing of a written notice to that effect by the **Other Party**. In the event the **Other Party** cancels the present **Agreement** for cause, by giving written notice to that effect to the **Defaulting Party**, the **Defaulting Party** is not entitled to compensation of any kind (other than any amounts due and payable herein) and hereby waives the right to any action, cause of action, claim or requirement of any kind that it might have or have had under the present agreement and hereby releases the **Other Party**, its directors, administrators, employees and assigns, the associates and subsidiaries of the **Other Party**, along with their respective directors, administrators, successors and assigns from any action, cause of action, claim or requirement of any kind.
- e) The default of the Owner can not be considered for items beyond the Owner's reasonable control.

7. OPTION TO CANCEL

7.1 Notwithstanding article 6 of the present should **Telus Quebec** elect to cancel this lease, then **Telus Quebec** shall in consideration for cancelling this Agreement pay to the **Owner** prior to the effective date of cancellation a cheque equivalent to two-thirds of the outstanding balance of the rents owing in virtue of this agreement.

8. ASSIGNMENT OF AGREEMENT AND SUBLEASE

The **Owner** may assign, convey or encumber the **present Agreement**, its title or interest in it, in whole or in part, to a third party, provided that the assignee is in possession of this **Agreement** and shall assume all of its obligations. **Telus Québec** shall not assign, licence, convey or encumber this Agreement or its rights in it unless such assignment, licence or conveyance pertains to all the rights of **Telus Québec** and subject to the **Owner's** consent. Notwithstanding the preceding, **Telus Québec** may assign, licence or convey the **present Agreement** without the **Owner's** permission, to an associated company. **Telus Québec** shall maintain its liability, despite any such assignment, licencing or conveyance.

9. SITUATION OF FORCE MAJEURE AND RESPONSABILITY

9.1. Force Majeure

Neither the **Owner** nor **Telus Québec** shall be held responsible for a failure or a delay in meeting their respective obligations herein resulting



from circumstances beyond their control or a situation of force majeure, such as a strike, an accident, climatic conditions, a fire, an act or omission of another contractor, a natural calamity, a governmental restriction or any other cause resulting from a circumstance beyond their volition.

Liability

Unless it has committed a fault, neither the **Owner** nor **Telus Québec** shall be held liable for loss of income, loss of business, unusual damage, indirect damage or any other kind of damage.

10. INSURANCE

Telus Québec will subscribe to and keep in force through the entire duration of the present Agreement a general civil liability insurance policy covering liability for property damage, psychological harm and bodily injury, for a minimum amount of \$1,000,000.

Telus Québec shall provide the **Owner** with certificates confirming such insurance coverage upon request.

Telus Québec shall not introduce into the leased premises any flammable or explosive substances or materials or any other substances or materials that would increase the risk of fire or insurance premiums paid by the **Owner** with respect to the Building.

11. WORK PERFORMED BY OWNER

If, throughout the entire term of the present **Agreement**, the **Owner** must perform any maintenance work or corrections that could interfere with the services offered by **Telus Québec** to one or the other of its customers, the **Owner** will give written notice of at least thirty (30) days to **Telus Québec** so it may coordinate its activities accordingly. The **Owner** agrees to minimize the consequences of such work. If the presence of a **Telus Québec** employee, agent or representative is required during the performance of such work, **Telus Québec** will be responsible for the expense. For greater certainty it is understood that **Telus Québec** shall be responsible for all costs associated with the construction, operation, electrical installation, electrical consumption and any liabilities associated with **Telus Québec's** equipment.

12. INTERRUPTION OF SERVICE

In the event that a breakdown of some kind during the term of the present **Agreement** partially or totally interrupts **Telus Québec's** network and its services to its customers and this interruption is not due to the fault of the **Owner**, the latter agrees to apply all necessary efforts to restore service as soon as possible.



13. CONFIDENTIALITY

- a) The **Owner** and **Telus Québec** agree to the confidentiality of any financial information contained herein and discussed within the framework of negotiations leading to its signing.
- b) The **Owner** and **Telus Québec** shall make every possible effort not to disclose the financial terms of this Agreement.
- c) No legal recourse, action or penalty shall result if all efforts have been applied to not disclose this information.

14. MISCELLANEOUS PROVISIONS

This **Agreement** is not and shall not be considered anything other than a leasing Agreement for the leasing of **Telus Québec's** telecommunications services; the rights of the **Parties** herein are those stipulated herein. Without limiting the general scope of the foregoing, the present **Agreement** shall not be interpreted to constitute a legal entity, a partnership, a joint venture, a corporation or a company.

The **Parties** agree that any additional clauses or appendices to the present **Agreement** shall become an integral part of it. Modifications to the present **Agreement** shall be made in writing in a document signed by each of the **Parties** herein.

The present **Agreement** shall be governed and interpreted under the laws in force in the Province of Quebec and any applicable laws of Canada.

The present **Agreement** binds the heirs, executors, successors and representatives of both **Parties**.

All notices and papers shall be deemed to have been delivered if hand delivered by messenger service with a copy faxed to the address appearing hereinafter.

Statement: Any act of publication of the present **Agreement**, shall be approved in a reasonable manner by the **Owner**.

For Telus Québec : Advisor, real-estate assets
Québec-Téléphone
9 Jules A. Brillant St.
Department R0901
Rimouski (Quebec)
G5L 7E4

Tel.: (418) 722-5663
Fax: (418) 722-5949

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For any interruptions in planned service call:
Yves Vien (418) 387-8700

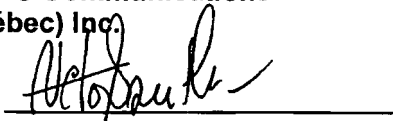
For the Owner : Simon Rossdeutscher
7925 Lingsley Road, suite 110
Cote St-Luc
Quenec
H4W 1P5
Tel. (514)482-6033
Fax. (514)481-4815

IN WITNESS WHEREOF the Parties have signed the present Agreement at the places and times stated hereinafter.

AT RIMOUSKI, the 5th of may
2002,

TELUS Communications
(Québec) Inc.

By:



Victor Gauthier
Division Director
Building Engineering

At Montreal, the 27th of February 2002

Centre Commercial 5333 Enrg.

By:



Simon Rossdeutscher
Proprietor

APPROUVÉ
AFFAIRES CORPORATIVES

APPENDIX "B"
Leased Space Layout Plan

To be supplied at a later date.