

## SERVICE PROVIDER ACCES AGREEMENT

**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, "Tenant")

**AND:** **LES IMMEUBLES POLARIS (Canada) Ltée**, a company legally constituted, having a place of business at 800, boulevard René-Lévesque ouest, Bureau 1122, Montréal (Québec) H3B 1X9, duly represented herein by Mr. Norman Pearl, duly authorized pursuant to a resolution

(Hereinafter, the "Landlord")

IN CONSIDERATION of the rents paid by TELUS Communications (Québec) Inc. ("Tenant") to Les Immeubles Polaris (Canada) Ltée ("Landlord") and the terms contained herein, the parties agree as follows:

- MONTREAL
1. **Address where Premises are located** : 800, René-Lévesque ouest ("Building") as legally described on Schedule "A".
  2. **Premises** : described in Schedule "B".
  3. **Term** : 5 years.
  4. **Commencement Date** : March 01, 2002. *FIN 28 FEVRIER 2007*
  5. **Options to Extend** : 2 (two) x 5 (five) years at market rent for similar premises, (but no uses and buildings in the vicinity of the Building at the time of extension as agreed by the parties, failing which to be determined by arbitration in accordance with the Rent such legislation in the province in which the Premises are located. To exercise an option to extend, Tenant shall provide 60 days' notice to Landlord prior to end of the relevant Term. *but no less than the Rent outlined in Article 6 hereafter.*

6. **Rent** : 7 000,00 \$ plus GST and QST per year payable annually in advance. Landlord's GST number is \_\_\_\_\_, QST number is \_\_\_\_\_. Tenant will pay its own business taxes and any increase in realty taxes assessed against Landlord by reason of the installation of the Equipment or its use of the Premises.

7. **Use to Premises and Utilities** : to install, maintain and supplement Tenant's equipment, cable, apparatus and ancillary attachments ("Equipment") for the telecommunication of signals to and from customers located in the Building and as support of back-up for Tenant's ring technology in the event of an interruption in service. Tenant may connect to all necessary utilities, trunk lines, customers' equipment and Landlord's electrical grounding system and will have access to required conduit, risers, closets and meter rooms.

8. **Electricity** : The tenant, at his own expense shall install a check meter. Tenant shall pay for it's electrical consumption as per check meter.


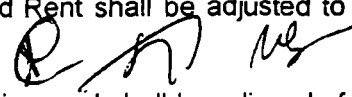
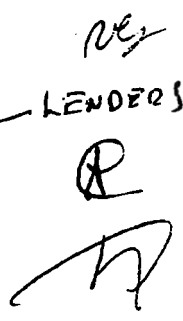
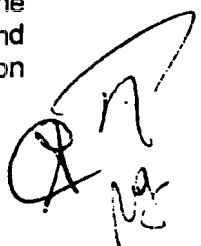
9. **Prior to commencement Date Tenant shall**

- (a) submit equipment plans to Landlord for approval;
  - (b) obtain all consents, licences and permits required to install and operate the Equipment and Landlord agrees to cooperate and provide all consents, authorizations and information reasonably required by the Tenant;
- conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose; and
- provide Landlord with a certificate of insurance with coverage of not less than 2 000 000,00 \$ noting Landlord as additional insured.

10. **Installation and Maintenance of Equipment**

- (a) Tenant will repair any damage to the Building caused by its installation, maintenance or removal of Equipment at the end of the Term except for reasonable wear and tear.
  - (b) The Equipment shall be installed, operated, maintained and supplemented in a good and workerlike manner in accordance with sound engineering practices.
- Tenant shall ensure that no liens are registered against the Building as a result of its work and will indemnify Landlord in connection therewith.
- (d) Tenant will comply and will ensure that its subtrades comply with all health and safety and environmental legislation and indemnities Landlord for a breach thereof.

- (e) Tenant will ensure that its Equipment does not interfere with the signals or equipment of service providers granted prior access by Landlord.

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11. **Performance by Tenant** : Provided Tenant has paid Rent and performed its obligations under this agreement, Landlord agrees that Tenant shall have access to the Premises and Utilities 24 hours a day, seven (7) days a week subject to Landlord's reasonable security requirements and enjoy the Premises and utilities without interference.
12. **Indemnity** : Tenant shall indemnify and save harmless landlord for loss or damage to person or property caused by their own negligence or those for whom they are responsible.
13. **Default and Termination** : Landlord may terminate this agreement if Tenant has failed to cure a breach for which it has received 30 days' notice from Landlord, unless the breach is incapable of remedy within such period and Tenant has diligently commenced to cure the default. Tenant or landlord may terminate this agreement upon 60 days' notice if the Premises under go major renovation or become unsuitable for Tenant's business. Any prepaid Rent shall be adjusted to the date of termination.
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14. **Transfer** : Landlord may assign this agreement at any time and shall be relieved of all obligations to Tenant under this agreement, provided Landlord ensures that the assignee receives actual notice of this agreement. Tenant shall not assign this agreement or sublet or license all or part of the Premises (a "transfer") without the prior written approval of Landlord, acting reasonably. Notwithstanding the foregoing, Tenant may effect a transfer to a corporate affiliate, its senior ~~leaders~~ or their collateral agents or a purchaser of a material portion of its business. Tenant shall ensure that Landlord is informed of a transfer and except for a transfer to a purchaser, shall remain liable under this agreement.
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LENDERS
15. **Notices** : All notices under this agreement shall be in writing and may be delivered by mail, facsimile or in person to the addresses below and shall be deemed received three (3) business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery.
16. **General** : This is the entire agreement between the parties affecting the subject matter described herein. Any amendments must be in writing and signed by both parties. If any portion of this agreement is found to be invalid, such portion shall be severed without affecting the validity of the balance of the agreement. Except for reason of financial inability, delay in performance by either party shall be excused for delay for causes beyond their reasonable control. The parties warrant that there are no restrictions contained in any other agreement to which they are a party that would prevent either party from entering into this agreement. The provisions of this agreement shall be subject to all applicable regulatory laws and regulations which will prevail in the event of conflict. This agreement is binding on the parties and their respective successors and assigns.
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17. **Statement** : Any act of publication of the present Agreement, shall be approved in a reasonable manner by the Landlord.

For Telus Québec : Advisor, real-estate assets  
9 Jules A. Brillant St.  
Department R0901  
Rimouski (Quebec) G5L 7E4  
Tel.: (418) 722-5663  
Fax: (418) 722-5949

Tel: (514) 861-5501  
ext 252

For any interruptions in planned service call:

Yves Vien (418) 387-8700 *adm* *André Cassio*  
Fax: (514) 861-3744

For the Landlord :

- *Pohman Realty (Canada) Ltd*
- *800 Blvd. René Lévesque*
- *Suite 1125*
- *Montreal, QC*
- *H3B 1X9*
- Tel.: *514-861-5501*
- Fax: *514-861-3744*

- Contact Person: MR. Richard DAIGLE (514-861-490)*
18. **Language** : The parties acknowledge having accepted that this agreement as well as other documents relating thereto be drawn in the English language only. Les parties reconnaissent avoir accepté que ce contrat de même que tous les documents s'y rattachant soient rédigés uniquement en langue anglaise.

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

AT RIMOUSKI, the 12<sup>th</sup> FEB. 2002

TELUS Communications  
(Québec) Inc.

By: *Victor Gauthier*

Victor Gauthier  
Division Director  
Building Engineering

At *Montreal* the *12<sup>th</sup>* of *February*  
*2002*

By: *X André Cassio*

*Norman Leclerc*

## **APPENDIX “A”**

### **Description of Premises**

## **APPENDIX “B”**

### **Leased Space Layout Plan**