

License Number: _____

This License Agreement (the "Agreement") made as of this 9 day of April 2002, ("Commencement Date"), between 3613950 Canada Inc., 9108-1374 Quebec Inc., RRP4 Inc. and 3872475 Canada Inc., herein acting and represented by their agent Canderel Management Inc. having an office at 2000 Peel Street, Suite 900, Montreal, Quebec H3A 2W5 ("Owner"), and-TELUS Communications (Québec) Inc. with its principal office at 6 rue Jules-A.-Brillant, Rimouski Québec, G5L 7E4-"Licensee").

RECITALS

- A. Owner is the owner of the building commonly known as 2550 – 2560 Boulevard Daniel-Johnson, located in Laval, Quebec as more particularly described in Schedule "F" attached hereto (the "Building"). Owner represents and warrants that it has the full right and authority without further consent from any other party to grant to Licensee the license and rights contained in this Agreement.
- B. Licensee represents and warrants to Owner that Licensee is authorized to provide public utility telecommunications services in the Building under the conditions described herein and that it has full authority without further consent from any other party to negotiate and execute this Agreement with Owner.

NOW THEREFORE, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Owner agree as follows:

1. Grant

- a) Owner hereby grants to Licensee a non-exclusive license:

- (1) To install, operate, replace, repair, and remove, at Licensee's sole expense and risk, certain "Communications Equipment" (defined as the cabinets, racks and other electronic equipment specified in Exhibit A), on and in the "Equipment Room" (as hereinafter defined and as described in Exhibit B); and
 - (2) To install, maintain, operate, repair, and replace at Licensee's sole expense and risk save and except as herein set out, certain "Connecting Equipment" (the cables, conduits, inner ducts and connecting hardware as specified and described in Exhibit A), together with the right to pull such Connecting Equipment through the Building's "Entrance Link" (defined as the core sleeve penetration through the Building foundation) and through other "Building Communications Spaces" (defined as the telecommunications pathways necessary to reach from the Entrance Link to Licensee's Equipment Room in the Building and from the Equipment Room to Licensee's customers in the Building), as may be necessary to provide communications services to Licensee's customers in the Building and as designated and approved by Owner.
- b) Owner shall provide space in the Building in the location designated in Exhibit B (the "Equipment Room") comprising a certain amount of square feet. The Equipment Room will be used by Licensee as the Building service site, and for only that purpose.
- c) Owner may in its reasonable discretion, require Licensee, at Owner's expense, to relocate within the Building any or all of Licensee's Equipment, including the Equipment Room. The substitute Equipment Room shall contain at least as much area as the Equipment Room from which Licensee is being relocated, and shall also be suitable for Licensee's operations. In the event that Owner requires Licensee to relocate Licensee's Equipment or the Equipment Room, Licensee shall within ninety (90) days either: (i) terminate this Agreement upon written notice to Owner; or (ii) relocate Licensee's Equipment or the Equipment Room (the time period for relocation shall be extended to one hundred twenty (120) days if Licensee has begun but not yet completed the relocation within the required ninety (90) day period). Owner shall allow Licensee to perform a standard cutover procedure, if required by said relocation, outside of normal business hours, which will insure that the relocated equipment performs adequately before discontinuing service

from the old service location.

- (d) Owner and Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents or representatives, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other. Licensee hereby accepts and assumes full and exclusive liability for, and shall hold Owner harmless from, the payment of all taxes, monies and other expenses arising from the conduct of Licensee's business in the Building, including without limitation, all federal and provincial income taxes, Canada Pension Plan deductions and Employment Insurance premiums and all other withholdings or deductions required by law with respect to the wages, salaries or other remuneration paid to Licensee or by Licensee to its employees for any and all activities in connection with this Agreement.
- (e) Owner makes no warranty or representation that the Equipment Room, the Building Communications Spaces or the Building are suitable for Licensee's use, it being assumed that Licensee has satisfied itself in respect thereof. Licensee has inspected the Equipment Room, the Building Communications Spaces and the Building and accepts the same "as is" and agrees that Owner is under no obligation to perform any work or provide any materials to prepare the Equipment Room, the Building Communications Spaces or the Building for Licensee.
- (f) The Agreement granted herein is not exclusive. Owner hereby reserves the right to grant, renew or extend similar license agreements to others. The Agreement granted herein is revocable only in accordance with the express terms of this Agreement.

2.

- a) Licensee shall pay to Owner as follows

To be validate A fee (the "License Fee") of Two Thousand and Five dollars (\$2,500.00) per annum.

- b) The License Fee specified in subparagraph 2(a)(i) hereof shall be payable in advance on an annual basis on the first day of the first calendar month commencing on the date herein shown as the date of this Agreement and annually thereafter. All payments shall be made to Owner at the address specified in Section 17 hereof, to the attention of accounts receivable.
- c) Owner and Licensee agree to use their good faith efforts to refrain from disclosing the financial terms of this Agreement. Either party may disclose the financial terms of this Agreement when required by law, regulation or prior agreement. No recourse, action or penalty shall be associated with the good faith effort of non-disclosure herein embodied.

3.

The term of this License (the "Term") shall be for a period of five (5) years commencing on the to be complete first (1st) day of April 2002 (the Commencement Date).

4. Renewal

Provided that the Licensee is not in material default of this Agreement, at the time notice of renewal is given, it shall have the option to renew and extend this Agreement, for two (2) additional five year terms, upon the same terms and conditions set forth herein (except for the amount of the License Fee) which shall be established at market rates (but no less than the previous annual fee) for similar equipment, providing the same type of communications services, in similar buildings, in the same city as agreed by the parties, or failing agreement, by a single arbitrator appointed under provincial arbitration legislation. The negotiations will start three (3) months before the expiration of the first term. Failing to get an agreement from both parties after this delay, the negotiations will resume for another sixty (60) days. The license fees will

continue to be paid at the same rate, until an agreement is reached, after which the license fees will be adjusted retroactively to the last anniversary date. Failing agreement after the sixty (60) days extension, both parties will be submitted to the arbitrator. Notwithstanding anything contained in the Agreement to the contrary, nothing shall be construed to impose any obligation on Owner to agree to any extension of the License Term, other than the two five year Renewal as referred to in this paragraph.

5. Use

Licensee shall use the Building Communications Spaces and the Equipment Room solely for the purpose of providing tenants and occupants of the Building with telecommunications services for which it has been certified to provide by the appropriate municipal, provincial and federal governmental authorities ("GA"). To the extent that Licensee is providing communications services to any tenant or occupant within the Building (other than to Licensee), Licensee shall make available such communications services to all tenants and occupants of the Building (but not necessarily on the same terms and conditions). Licensee hereby acknowledges that this Agreement prohibits the installation or operation of all forms and types of rooftop communications equipment or wireless communications equipment; however, the Owner agrees to negotiate in good faith with the Licensee to allow the Licensee roof-top access at market rates for the purpose of installing its wireless communications equipment.

6. Electric Utilities

Licensee shall either: (i) install, at its own cost, a separate electrical panel and check meter for the Equipment in the Equipment Room and shall be responsible to Owner for the electrical costs attributable to the use of such Equipment; or (ii) negotiate directly with the local power utility for provisioning of required power. Owner shall notify Licensee 10 days in advance of any planned utility outages which may interfere with Licensee's use, but in no event will Licensor be liable to Licensee for any damages, direct or indirect, resulting from any loss of power unless it is due to the negligent act or omission of the Owner or those for whom the Owner is responsible in law. Licensee shall at all times be responsible for the provision of its own emergency or "backup" power, and any such "backup power" system installed by Licensee shall be the sole responsibility of Licensee. Licensee may, at its sole cost and expense, install a telephone in the Equipment Room.

7. Construction

- (a) Prior to the commencement of any work or installation of any equipment, Licensee shall, at its sole cost and expense, prepare and deliver to Owner working drawings, plans and specifications for such work or installation, as contained in Exhibits A and B detailing the type, size and location of Licensee's Equipment, the Building Communications Spaces to be used by Licensee and the Equipment Room, all specifically describing the proposed construction and work. To the extent required by law, or at Owner's reasonable request, all such working drawings, plans and specifications shall be prepared and stamped by an architect or engineer duly licensed to practice in the Province in which the Building is located. With respect to initial construction or major changes, no work shall commence until Owner has approved, in writing, Exhibits A and B and any other applicable construction or installation drawings, plans and specifications, which approval will not be unreasonably withheld. Approval or disapproval and required changes shall be delivered to Licensee within fifteen (15) working days after the receipt of such drawings, plans and / or specifications from Licensee provided, however, that in no event shall a failure of Owner to respond to Licensee within fifteen (15) business days be deemed approval by Owner of the construction or changes.
- (b) Licensee warrants that the installation of Licensee's Equipment shall be in strict compliance with all applicable laws, regulations and norms and approved drawings, plans and specifications prepared in connection with Exhibits A, B and C.
- (c) Licensee agrees that installation and construction shall be performed in a neat, responsible and workmanlike manner, using generally accepted construction standards and shall be consistent with such reasonable requirements as shall be imposed by Owner. Licensee shall, at its sole cost and expense, repair or refinish any surface of the Building that is damaged by or during the installation of

Licensee's Equipment and caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors or invitees. If Licensee fails to repair or refinish any such damage, within fifteen (15) days of official notification, Owner may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Owner of all reasonable costs and expenses incurred in such repair or refinishing and pay to Owner an administration fee equal to fifteen percent (15%) of such costs and expenses.

- (d) Licensee shall label each cable placed in the telecommunications pathways, in each telephone closet through which said cables pass, with identification information including, but not limited to, License Agreement Number (to serve as identification), floor where cable originates and floor where cable terminates. The parties understand that such labeling is not intended to place Licensee at an unfair disadvantage with respect to other service providers in the Building.
- (e) Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals required by Government Authorities and/or applicable laws and regulations, copies of which will be delivered to Owner prior to commencement of construction and work upon Owners written request. Licensee's Equipment shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over Licensee's operations.
- (f) Licensee shall not during construction or otherwise, in Owner's sole but reasonable judgment, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, the sidewalks around the Building or any entranceways thereto. If such conditions shall occur, Licensee shall take corrective action as promptly as feasible, but in no event more than twenty four (24) hours following notice by Owner of such conditions.
- (g) Licensee shall have the right to amend Exhibit A from time to time, with the express written consent of Owner, which consent shall not be unreasonably withheld or unduly delayed, for the purpose of serving additional occupants of the Building. In the event that Licensee amends Exhibit A the provisions of this Paragraph 7 shall apply to such amendments.

8. Licensee's Covenants

- (a) Licensee shall at its sole cost and expense, maintain Licensee's Equipment in proper operating condition and maintain same in satisfactory condition as to safety.
- (b) Licensee shall, at its sole cost and expense, repair any damage (save and except for reasonable wear and tear) to the Building, Building Communications Spaces, or to any other property owned by Owner or by any lessee or licensee of Owner or by any other occupant of the Building where such damage is caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, invitees or any person for whom Licensee may be legally responsible or whom Licensee may supervise, exercise control or direction over unless and to the extent that such damage is caused by Owner or any other person for whom Owner may be legally responsible. If Licensee fails to repair or refinish any such damage, within thirty (30) days of official notification, Owner may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Owner of all reasonable costs and expenses incurred in such repair or refinishing and pay to Owner an administration fee equal to fifteen percent (15%) of such costs and expenses.
- (c) Licensee shall not interfere with the use and enjoyment of the Building by Owner or by other lessees, or licensees of Owner or other tenants or occupants of the Building. If such interference shall occur, Owner shall give Licensee written notice thereof and Licensee shall commence diligently to correct the same within twenty-four (24) hours after receipt of such notice. In the event Licensee fails to correct such conditions after proper notification and the specified curative period, Owner reserves the right to take any reasonable actions to correct the same whereupon Licensee shall reimburse Owner for all reasonable costs and expenses incurred by Owner to take such corrective actions and pay to Owner an administration fee equal to fifteen percent (15%) of such costs and expenses. Except as otherwise

permitted herein and provided Licensee is not in default hereunder, Owner and those for whom Owner is legally responsible shall not interfere with Licensee's Equipment.

- (d) Licensee's Equipment shall not disrupt, adversely affect or interfere with other providers of communications services in the Building or with any tenant's, licensee's or other occupant's use or operation of communications or computer devices. Licensee shall correct such interference within twenty-four (24) hours after receiving written notice of such interference. Owner reserves the right to disconnect power to any such Licensee's Equipment where Licensee fails to correct such interference after proper notification and waiting period.
- (e) Licensee agrees to comply with all reasonable rules and regulations as adopted and altered by Owner from time to time, and generally applicable to the tenants, licensees and other occupants of the Building (the "Building Rules") and will cause its agents, employees, contractors, invitees, visitors and all persons for whom Licensee is legally responsible and whomever Licensee may supervise or exercise control or direction over, to do so. Licensee shall not be bound by any changes in the Building Rules until after it has received written notice of such changes. No revision of the Building Rules shall materially adversely affect Licensee's rights or increase Licensee's financial obligations under this Agreement.
- (f) Licensee agrees to comply with all applicable rules and regulations of GA's and other applicable municipal, provincial, and federal laws, codes, regulations and norms pertaining to the installation and operation of Licensee's Equipment, and to Licensee's provision of services.
- (g) Unless and to the extent directly caused by the fault or willful misconduct of Owner or those for whom Owner is legally responsible, Licensee agrees that Owner shall not be liable for any loss or damage to Licensee's Equipment howsoever caused including, without limitation, loss or damage caused by theft, misappropriation or mysterious loss.

9. Access

- (a) Owner agrees that Licensee's authorized representatives shall have access to the Equipment Room (as specified in Exhibit B) at all times, for the purposes of installing, maintaining, operating, removing, relocating and repairing Licensee's Equipment, and Owner further agrees to give Licensee ingress and egress to the Building Communications Spaces at the times during the Agreement Term specified by Owner in its sole reasonable discretion, including non-exclusive use of an elevator. It is agreed, however, that, except as provided otherwise in this Agreement, only authorized engineers, employees or properly authorized contractors, subcontractors, agents and mandataries of Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control, will be permitted to enter the Building Communications Spaces, and only upon conditions set forth herein.
- (b) Except in the event of an emergency, Licensee agrees to give reasonable written notice to Owner of its intent to enter Building Communications Spaces, provided, however, that if such notice is given less than 24 hours before Licensee intends to enter such spaces, Owner may, in its reasonable discretion, require Licensee to reschedule such entry. Such notice shall inform Owner of the names of the persons who will be accessing the Building Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. Licensee shall provide such information substantially in the form attached hereto as Exhibit D whenever feasible. In the event of an emergency, Licensee shall give to Owner as much advance notice as reasonably possible of its intent to enter the Building Communications Spaces and, within twenty-four (24) hours following such entry, shall provide to Owner a written report detailing the nature of such emergency, the corrective actions taken, and other such information as contained in Exhibit D. Owner shall not be obligated to provide elevator service during emergency situations and under emergency conditions, which emergency situations and conditions shall be reasonably determined by Owner.
- (c) Owner and its representatives shall have the right to enter the Equipment Room for any of the following purposes; provided, however, that (except in the event of an emergency) Owner shall give Licensee at least twenty-four (24) hours advance notice before entry and use reasonable efforts to

minimize any interference with Licensee's operations or Licensee's Equipment: (i) to maintain the Equipment Room and the Building; (ii) to make inspection, repairs, alterations, improvements or additions, in or to the Equipment Room; (iii) to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room or the Building; and (iv) for such other purposes as Owner deems reasonably necessary.

10. Insurance

- (a) Licensee shall maintain in force, at its expense, during the Term of this Agreement, a policy of Commercial General Liability Insurance issued by a company reasonably acceptable to Owner, and licensed to do business within the Province where the Building is located, insuring Licensee and, as additional insured, Owner, with a combined single limit of Two million dollars (\$2,000,000.00) for injury or death or property damage. Such insurance shall contain cross liability and severability of interest endorsements. Licensee shall also place and maintain all risk property insurance on its Equipment in sufficient amounts to cover any loss thereof.
- (b) Licensee's insurance shall contain provisions providing that such insurance shall be primary insurance insofar as Owner and Licensee are concerned, with any other insurance maintained by Owner being excess and non-contributing with the insurance of Licensee required hereunder and such insurance of Licensee shall provide coverage for the contractual liability of Licensee to indemnify Owner pursuant to Paragraph 10 below. Licensee shall obtain the agreement of Licensee's insurers to provide proof of such insurance to Owner at the Building office prior to commencement of any construction and to notify Owner, in writing, that a policy is to be cancelled or is due to expire at least 30 days prior to such cancellation or expiration. Licensee shall name Owner as additional insured to the policies.

11. Indemnification

Licensee shall exercise due care to avoid any action that may cause damage to any part of the Building or Owner's other tenants, licensees or other occupants. Licensee shall indemnify, exonerate and hold Owner, its principals, officers, directors, agents, employees, servants and all persons for whom Owner is legally responsible harmless from and against any loss, cost, damage and expense of whatever kind arising from its use of the Equipment Room or of the Building Communications Spaces, or from the construction, installation, existence, operation, maintenance, repair or removal of Licensee's Equipment, or from Licensee's breach of this Agreement or relative to any service provided by Licensee to any tenants or occupants of the Building, excluding legal fees, disbursements and expenses (judiciary and extra-judiciary) on a solicitor and his own client basis, except to the extent such loss, damage, cost or expense is directly due to the gross fault or willful misconduct of Owner or any person for whom Owner is legally responsible. The provisions of this Paragraph 11 shall survive termination of this Agreement insofar as any claims with respect to such indemnification are filed prior to or within two (2) years of the expiration or termination of the Agreement, without prejudice to any prescription period or other rights contained in the applicable laws.

12. Liens or Movable Hypothecs

Licensee shall be responsible for the satisfaction or payment into court of any liens or movable hypothecs for any provider of work, labor, material or services claiming by, through or under Licensee. Licensee shall also indemnify, hold harmless and defend Owner against any costs, fees, liabilities or expenses of any kind related to such liens or movable hypothecs or to the discharge of such liens or movable hypothecs, including any legal fees, disbursements and expenses (judiciary and extra-judiciary) on a solicitor and his own client basis incurred by Owner following fifteen (15) days written notice of such liens or moveable hypothecs. Such liens shall be discharged by Licensee within fifteen (15) days after notice of filing thereof by bonding, payment or otherwise, provided that Licensee may contest, in good faith and by appropriate proceedings, any such liens or movable hypothecs. The provisions of this Paragraph 12 shall survive termination of this Agreement.

13. Assignment and Subletting by Licensee

- (a) Licensee shall have the right, without Owner's consent, but upon written notification to Owner, to assign this Agreement to an affiliate, parent or subsidiary corporation, secured lender or acquirer of a material portion of the Licensee's voting shares or assets.
- (b) Except as provided in paragraph 13(a) above, Licensee shall not assign this Agreement without obtaining the prior written consent of Owner, which consent may be unreasonably withheld, delayed or made subject to whatever condition Owner may deem to be necessary or appropriate.
- (c) No assignment shall release Licensee from any liability or obligation under this Agreement, unless Owner provides such release in writing.

14. Hazardous Materials

- (a) Licensee shall not install or bring any hazardous substance or material into the Building. In the event that any hazardous materials are installed or brought into the Building by or on behalf of Licensee, then Licensee shall commence to cause the removal of same within twenty-four (24) hours of Owner's written demand and shall indemnify and hold Owner and Owner's Parties (as defined in Subparagraph 28 (c), below) harmless from any claim, loss, cost, damage, or expense resulting from such hazardous materials or from Owner's removal excluding legal fees, disbursements and expenses (judicial and extra-judicial) on a solicitor and his own client basis. In the event that Licensee shall discover, uncover, disturb or otherwise reveal any existing hazardous materials within the Building, Licensee shall immediately stop any work in progress and report such findings to Owner within twenty-four (24) hours. Licensee shall not conduct any further work in the reported area without Owner's written approval.
- (b) Licensee shall have three options upon discovery of hazardous material and cessation of work at the request of Owner as described above: (i) Reroute its planned access route to avoid such hazardous material areas; (ii) Terminate this Agreement according to the procedure set forth in Paragraph 16, (iii) Reschedule its installation work to a period after Owner has completed corrective action in regard to such hazardous materials; provided, however, that Licensee may terminate this Agreement upon thirty (30) days written notice to Owner if such corrective action has not been commenced and diligently pursued within thirty (30) days after Owner's receipt of notice of Licensee's discovery of the hazardous materials.

15. Events of Default

- a) Each of the following events shall be deemed to be an event of default by Licensee under this Agreement "Licensee Event of Default"):

If Licensee shall default in the payment of any License Fees or other sum or money due Owner hereunder (including, without limitation, the Rent and such default shall continue for a period of fifteen (15) days after receipt of written notification by Owner to Licensee of such default;

- 2. Except where different cure periods are expressly provided in this Agreement to the contrary, if Licensee shall default in the observance or performance of any of Licensee's non-monetary obligations under this Agreement and such default shall continue for more than thirty (30) days after written notification of such default by Owner to Licensee (unless such default cannot reasonably be cured within such thirty (30) day period, in which case such cure period shall be extended for the minimum period of time reasonably required to effect such cure, provided that Licensee shall promptly commence and prosecute such cure to completion with all reasonable diligence).
- 3. If there shall be interference with the telecommunications or computer equipment of Owner or of a tenant, licensee or of any other occupant of the Building or with any other telecommunications or computer devices provided in the Building directly caused by , the installation, operation, maintenance, repair or removal of Licensee's Equipment, which interference is not cured or the Licensee has not

commenced diligently to cure within twenty-four (24) hours of Licensee's receipt of written notice by Owner of such Interference;

4. If Licensee shall fail to remove or commence to remove any hazardous materials installed in the Building by or on behalf of Licensee within forty-eight (48) hours of written notice of such condition by Owner to Licensee;
 5. The revocation of Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to franchise or regulate Licensee's provisioning of telecommunications services;
 6. The filing, execution or occurrence of a petition or proposal in bankruptcy or other insolvency proceeding by or against Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against Licensee for the appointment of a trustee, receiver or liquidator of Licensee or of any of Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of Licensee; and
 7. The cancellation of or failure to obtain and maintain any of the insurance coverage or policies specified in this Agreement.
- b) An event of default under this Agreement by Owner ("Owner Event of Default") shall occur where Owner defaults in the observance or performance of any of Owner's obligations under this Agreement and such default shall continue for more than thirty (30) days after written notification of such default by Licensee to Owner (except where different cure periods are expressly provided in this Agreement to the contrary), unless such default cannot reasonably be cured within such thirty (30) day period, in which case the cure period shall be extended for the minimum period of time reasonably required to effect such cure provided that Owner shall promptly commence and prosecute such cure to completion with all reasonable diligence.

16. Termination/Remedies

- (a) Upon or after the occurrence of an Event of Default, the non-defaulting party shall give written notice to the paragraph defaulting party, setting forth the nature of the Event of Default. If the defaulting party fails to demonstrate that it took all actions necessary to avoid default under paragraph 15 within the time period specified by the relevant subparagraph of Paragraph 15, then the non-defaulting party may elect to terminate this Agreement.
- (b) At the expiration or earlier termination of this Agreement (the "Termination Date") Licensee shall, at Owner's request and at Licensee's sole cost and expense, without liens, remove Licensee's Equipment and all of Licensee's personal property from the Building. Any property not so removed within thirty (30) days after the Termination Date may at Owner's sole option: (i) be removed by Owner at Licensee's reasonable expense and, at the option of Owner; (ii) become the property of Owner without compensation to Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of this Agreement, such Equipment and other equipment or property removal, which claims or obligations shall survive such termination. Further, Licensee agrees, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of Licensee's Equipment, excepting damage caused by ordinary wear and tear. If Licensee fails to repair or refinish any such damage within thirty (30) days, Owner may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Owner of all reasonable costs and expenses incurred in such repair or refinishing and pay to Owner an administration fee equal to fifteen percent (15%) of such costs and expenses.
- (c) In the event of a Licensee Event of Default or an Owner Event of Default, as the case may be, the non-defaulting party may, in addition to other remedies expressed herein, sue for any other damages to which the non-defaulting party may be entitled at law (except that no claim for fees due after the date of termination shall be made if Licensee's Event of Default is solely that listed in Paragraph 15(a)(5),

above, and such revocation has not been caused by the specific omission or improper act of Licensee), and have all other rights available at law.

17. Notices

Any or all notices or demands by or from Owner to Licensee, or Licensee to Owner, shall be in writing and shall be deemed given upon personal delivery to the addressee including facsimile. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

Owner:	Licensee:
2000 Peel Street	9, rue Jules-A.-Brillant
Suite 900	R0901
Montreal, Quebec H3A 2W5	Rimouski (Québec) G5L 7E4
<u>Attention:</u> Director, Legal Services	Attention: Real Estate, Advisor
Facsimile: (514) 982-9076	Facsimile: (418) 722-5949

18. No Implied Waiver

The waiver by Owner or Licensee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

19. Subordination

Licensee accepts this Agreement subject and subordinate to any ground lease, mortgage, deed of trust or other similar financial charge or lien presently existing or hereafter arising upon the land upon which the Building has been constructed or the Building and to any renewals, modifications, consolidation, refinancing and extensions thereof, and Licensee agrees that any such mortgagee or other financial encumbrancer shall have the right at any time to subordinate this Agreement and Licensee's rights hereunder to any such mortgage, deed of trust or other lien. This provision is hereby declared to be self-operative and no further instrument shall be required to effect such subordination of this Agreement.

20. Casualty Damage; Licensee's Termination Option

In the event of any fire, casualty, physical calamity or physical damage to the Building, which makes it impossible for Licensee to carry out the purposes of its installation, maintenance and operation in the Building, or if the Building becomes unfit for Licensee's use, Owner, at its sole option and expense, may attempt to remedy such problem within one-hundred and eighty (180) days, after written notice thereof. In the event that Owner either: (i) elects not to attempt to cure or remedy such a problem; or (ii) fails to provide an adequate remedy within such one-hundred and eighty (180) day period, or any such period deemed reasonable under the circumstances, Licensee may terminate this Agreement upon ninety (90) days' prior written notice to Owner, in which event, Licensee shall remove Licensee's Equipment from the Building and neither party shall have any further liability hereunder, except as provided in Paragraph 10. If the Building is rendered unfit for Licensee's use due to fire, casualty, physical calamity or physical damage to the Building, the annual License Fee paid by Licensee under the Agreement shall equitably abate from the date of such fire, casualty, physical calamity or physical damage until the date upon which Owner completes its repair, or elects not to cure such physical calamity or damage.

21. Equipment to Remain Movable Property of Licensee

Except as otherwise provided herein, Licensee's Equipment shall be deemed to remain movable property of Licensee notwithstanding the fact that it may be affixed or attached to the Building and, subject to the provisions to the contrary set out in this Agreement, shall, during the Agreement Term, or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Licensee.

22. Severability

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

23. 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 Owner and Licensee irrevocably attorn to the jurisdiction of the Courts of the Province and judicial district in which the Building is located.

24. Survival of Provisions

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

25. Force Majeure

- (a) Whenever a period of time is herein prescribed for the taking of any action by Owner or Licensee, Owner or Licensee shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials (not caused by the party seeking the benefit of this Paragraph 25), war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Owner or Licensee. The provisions of this paragraph shall not apply to the payment of fees or the payment of other monies to be

paid by Owner or Licensee under this Agreement.

- (b) In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this Paragraph 25, the party claiming such excuse shall promptly, after receiving a notice of default from the other party, give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this Paragraph 25.

26. Recordation

Licensee agrees not to record or register this Agreement or any memorandum thereof or any caveat in respect hereof in any land titles or registry office unless specifically required to do so by law (in which event Licensee agrees to prepare and execute, at Licensee's expense, upon termination of this Agreement, a recordable or registerable instrument evidencing such termination and effecting the discharge of such record or registration in form reasonably satisfactory to Owner).

27. Interest in Building

Licensee acknowledges that Licensee does not and shall not claim at any time 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 Licensee's use of the Building, Building Communications Spaces or Equipment Room pursuant hereto.

28. Successors /Limitation of Liability

- (a) The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Owner and Licensee and, except as otherwise provided in this Agreement to the contrary, their respective heirs, distributees, executors, administrators, successors and assigns.

- (b) The obligations of Owner under this Agreement shall no longer be binding upon Owner in the event that Owner sells, assigns or otherwise transfers its interest in the Building as owner or lessee (or upon any subsequent Owner after the sale, assignment or transfer by such subsequent Owner), provided that the owner ensures that any such assignee or transferee receives prior actual notice of the Agreement. In the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such obligations. A lease of the entire Building shall be deemed a transfer within the meaning of the foregoing sentence.
- (c) Neither the partners (direct or indirect) comprising Owner, nor the shareholders of Owner (nor any of the partners comprising same), nor any of the partners, shareholders, directors or officers of any of the foregoing nor any agent or person acting on Owner's or such person's behalf (collectively, the "Owner's Parties") shall be personally liable for the performance of Owner's obligations under this Agreement. Licensee shall look solely to Owner to enforce Owner's obligations hereunder and shall not seek any damages against any of Owner's Parties. Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that Licensee shall look solely to the estate and interest of Owner, its successors and assigns, in the Building, and the real property on which it is situated, for the collection of any judgment recovered against, or liability of, Owner or any of Owner's Parties shall be subject to levy, execution or other enforcement procedures for the satisfaction of Licensee's remedies under or with respect to either this Agreement, the relationship of Owner and Licensee hereunder, or Licensee's use of space licensed to Licensee hereunder.

29. Entire Agreement

The terms and conditions contained herein 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 by writing signed by authorized representatives of the parties.

30. Headings

The descriptive heading of the several paragraphs of this Agreement are inserted for convenience and ease of reference only and do not constitute part of this Agreement.

31. Exhibits

All the Exhibits listed in the table of contents are attached hereto to form an integral part of this Agreement. Moreover, notwithstanding any other provision, this Agreement shall be deemed null and void for all purposes unless all such exhibits are executed (where applicable) and initialed by both parties.

32. Language

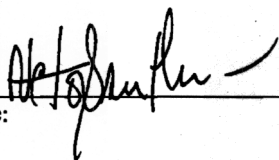
The parties have agreed that this Agreement and any documents related hereto shall be drafted in English. Les parties ont accepté que la présente entente et tous les documents qui s'y rattachent soient rédigés en langue anglaise.

IN WITNESS WHEREOF, Owner and Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.

Per: 
Title: Vice President
CITADEL MANAGEMENT INC

Per: _____
Title: _____

I/We have authority to bind the corporation

Per: 
Title: _____

Per: _____
Title: _____

I/We have authority to bind the corporation

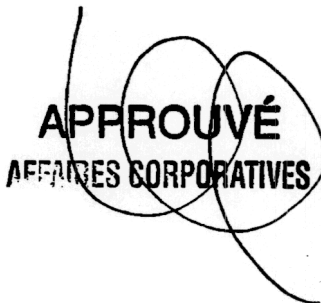

APPROUVÉ
AFFAIRES CORPORATIVES

Exhibit A : Specifications of Licensee's Equipment

To be supplied at a later date.

Exhibit C : Specifications of Building Communications Spaces

[BUILDING OWNER COMPANY]

Exhibit D Access Request Form

- a) Mr. or Ms. _____ of _____ (company), request permission to access me telecommunications equipment within the Building Communications Spaces of _____ on _____ (date), at approximately _____ am/pm.
- b) For the purpose of _____ (detail below if necessary). The number of existing House cable pairs effected by this action is _____ expected.
- c) Will new or additional equipment be located within the telephone closets?
_____(yes)/_____(no). Please describe any new/additional equipment being placed in the telephone closet on floor(s) _____
- d) License Agreement # _____
- e) The expected duration of this visit is _____ (hours/days).

Licensee _____
(Name of Company)

By: _____
(Authorized Representative)

Date: _____



TELECOMMUNICATIONS LICENSE AGREEMENT

Exhibit E – Building rules and Regulations

1. Licensee shall not perform any acts or carry on any practices which may damage or injure the Equipment Room or the Building Communications Spaces or be a nuisance or menace to other licensees or users of the Building or make or permit any improper noises, odors, smoke or vibrations in the Building, in the Equipment Room or in the Building Communications Spaces and shall forthwith upon request by Owner discontinue all acts or practices in violation of this clause and repair any damage or injury caused thereby. Without limiting the generality of the foregoing, Licensee shall utilize no medium which can be heard or experienced outside the Equipment Room or the Building Communications Spaces.
2. Licensee shall not cause unnecessary labour by reason of carelessness and indifference to the preservation of good order and cleanliness in the Equipment Room, in the Building Communications Spaces and in the Building.
3. No animals shall be brought or kept in or about the Building.
4. Canvassing, soliciting and peddling in the Building is prohibited and Licensee shall co-operate to prevent the same.
5. The sidewalks, entries, passages, escalators, elevators and staircases shall not be obstructed or used by Licensee or its clerks, servants, agents, visitors or licensees for any other purpose than ingress to and egress from the Equipment Room or the Building Communications Spaces. Nothing shall be thrown by Licensee, its clerks, servants, agents, visitors or licensees, out of the windows or doors, or into the entries, passages, escalators, elevators or staircases of the Building. Owner reserves entire control of the sidewalks, entries, passages, escalators, elevators, staircases, and corridors which are not expressly included within this Agreement, and shall have the right to make such repairs, replacements, alterations, additions, decorations and improvements and to place such signs and appliances therein, as it may deemed advisable, provided that ingress to and egress from the Equipment Room or the Building Communications Spaces is not unduly impaired thereby.
6. Licensee shall use and cause any third party to use the facilities designated by Owner to receive, deliver, or move any material, furniture or equipment within, in or out of the Equipment Room, the Building Communications Spaces or the Building, as the case may be.
7. Owner shall have the right to prohibit any promotion or advertising of or by Licensee in or around the Building, including, without limitation, any promotion or advertising which in its opinion, tends to impair the reputation of the Building or its desirability as a building for offices or for financial, insurance and other institutions and businesses of a like nature. Upon written Notice from Owner, Licensee shall refrain from or discontinue its promotion or advertising.
8. No sign, advertisement or notice shall be inscribed, painted or affixed by Licensee on any part of the outside or inside of the Building, except as Owner shall determine and approve.
9. The sashes, sash-doors, windows, glass doors and the lights and skylights that reflect or admit light into the halls or other places in the Building shall not be covered or obstructed, nor shall anything, whether books, packages, flower pots or any other articles whatsoever, be placed upon or hung from the window sills. Without limiting the generality of the foregoing, Licensee shall not apply or attach to the windows of the Equipment Room or of the Building Communications Spaces any material, substance or thing, of any nature whatsoever and shall specifically refrain from applying any film, solar or otherwise, to the said windows.

TELECOMMUNICATIONS LICENSE AGREEMENT

Exhibit E – Building Rules & Regulations

10. Licensee shall not sell or permit the sale at retail, of any articles or goods, in or from the Equipment Room or the Building Communications Spaces. Licensee shall not carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting or any similar business in or from the Equipment Room or the Building Communications Spaces for the service or accommodation of the occupants of any other portion of the Building, or the business of a public barber shop or a manicuring or chiropodist business, or the business of a restaurant, a cafeteria, a cocktail lounge, or food or beverages delivery or sale, or any business other than that specifically provided for in this Agreement.
11. Licensee shall not allow smoking in the interior Common Areas (including without limitation in staircases, washrooms, and emergency exits), nor in the Equipment Room and in the Building Communications Spaces.
12. The workmen of Owner must be employed by Licensee at Licensee's expense for repairs, painting, lettering, interior moving and other similar work that may be done in or on the Equipment Room or the Building Communications Spaces.
13. Licensee shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors, woods, stone or iron work, or any other appurtenance to the Equipment Room or to the Building Communications Spaces.
14. Licensee shall not install window shades of any colour other than the typical colours from time to time approved by Owner. Licensee shall not install curtains or Venetian blinds without the approval of Owner.
15. Licensee shall not lay linoleum, rubber, cork or other floor covering so that the same shall come in direct contact with the floor, and if linoleum, rubber, cork or other floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other adhesive which may be readily removed with water.
16. The water and wash closets and urinals shall not be used for any other purpose than the purposes for which they were respectively constructed, and the expense of any breakage, stoppage, or damage resulting from a violation of this rule by Licensee or its clerks, agents, servants, visitors or licensees, shall be borne by Licensee.
17. If any apparatus used or installed by Licensee requires a permit as a condition for installation, Licensee must file such permit with Owner.
18. All persons entering and leaving the Building between the hours of 7:00 P.M. and 8:00 A.M. on business days, and all persons entering and leaving the Building on Saturdays, Sundays and holidays, shall register with Owner in a manner established from time to time by Owner. Between the hours of 7:00 P.M. and 8:00 A.M. on business days, and on Saturdays, Sundays and holidays, Owner will have the right to prevent any person from entering or leaving the Building unless provided with an electronic pass to the Equipment Room or in the Building Communications Spaces to which such person seeks entrance, or a pass issued and signed by Licensee upon the letterhead of Licensee and countersigned by Owner. Any persons found in the Building at such times without such electronic passes, or passes issued by Licensee as described above, or other proper identification in a manner established from time to time by Owner will be subject to the surveillance of the employees and agents of Owner. This rule is made for the protection of Licensee, but Owner shall be under no responsibility for failure to enforce it.
19. Owner shall have power to prescribe the weight and position of safes and other heavy equipment, which shall be placed and stood only on such plank strips or skids or element of the structure, as Owner may prescribe, to

TELECOMMUNICATIONS LICENSE AGREEMENT

Exhibit E – Building Rules & Regulations

distribute the weight properly. All damage done to the Building by taking in or moving out a safe or any other Article of Licensee's equipment or merchandise, or due to its being on the Equipment Room or in the Building Communications Spaces, shall be repaired at the expense of Licensee. The moving of safes shall occur only during such hours as Owner may from time to time establish and upon previous Notice to Owner, and the persons employed to move the safes in and out of the Building must be acceptable to Owner. Safes will be moved through the halls and corridors only upon steel bearing plates. No freight or bulky matter of any description will be received into the Building or carried in the elevators, except during hours approved by Owner.

20. Notice shall be given by Licensee to Owner with respect to Licensee's intention to place any heavy material or thing within the Equipment Room or the Building Communications Spaces and all details and specifications thereof shall be supplied to Owner's structural engineers for its approval. Any and all engineer's costs for consultation shall be borne by Licensee.
21. Licensee agrees to observe all reasonable Rules and Regulations regarding the security and protection of the Building and the other licensees and tenants thereof including without limitation the right of Owner to search a person and/or any Article carried by any person entering or leaving the Building.
22. Licensee agrees that the Rules and Regulations hereinabove stipulated, and such other and further Rules and Regulations as Owner may make, being in its judgment needful for the reputation, safety, care or cleanliness of the Building, the Equipment Room and the Building Communications Spaces, or the operation, maintenance or protection of the Building and its equipment, or the comfort of licensees, shall be faithfully observed and performed by Licensee, and by its clerks, servants, agents, visitors and licensees. Owner shall have the right to change said rules and to waive in writing or otherwise, any or all of the said rules in respect of any one or more licensees or tenants, and Owner shall not be responsible to Licensee for non-observance or violation of any of said Rules and Regulations by any other licensee or other person (including, without limitation, tenants). The provisions of the Rules and Regulations shall not be deemed to limit any obligation or provision of this Agreement to be performed or fulfilled by Licensee.

TELECOMMUNICATIONS LICENSE AGREEMENT

Exhibit F – Building description

Lot number One thousand one hundred and sixty-three (1 163) on the Official Plan and Book of References of the Parish of Saint-Martin, Registration Division of Laval.

With the building bearing civic numbers 2550, 2560, 2572 and 2580 Daniel-Johnson Boulevard and 3200, 3204, 3224, 3232 and 3240, Jean-Berault Avenue, Ville de Laval, Province of Quebec, H7T 2L1, H7T 2S8, H4E 4K9.

Lot number One thousand one hundred and sixty-two (1 162) on the Official Plan and Book of Reference of the Parish of Saint-Martin, Registration Division of Laval.

