

**RISER ACCESS AGREEMENT
for**

1080 Beaver Hall, Montréal

between

TELUS Communications (Québec) Inc.

and

Gestion Nihon 1080 Inc.

Effective Date: _____
Termination Date: _____
Renewal Dates: _____

RISER ACCESS AGREEMENT

This Riser Access Agreement (the "Agreement") made as of this 25th day of June, 2002 between Gestion Nihon 1080 Inc., a body politic and corporate, with its principal office at 6380, Côte de Liesse ("Landlord"), and TELUS Communications (Québec) Inc. , a Canadian corporation, with its principal office at 6, Jules A. Brillant street in Rimouski, Québec ("Tenant").

RECITALS

WHEREAS Landlord is the owner of the building commonly known as 1080 Beaver Hall Hill, located at 1080 Beaver Hall Hill in Montreal and described in Exhibit F (the "Building");

WHEREAS Tenant represents and warrants to Landlord that Tenant is authorised to operate a communications network and associated equipment for telecommunications purposes from the Building under the conditions described herein and that it has full authority to negotiate and execute this Agreement with Landlord;

WHEREAS Tenant desires access to, and use of, specified portions of the equipment room and interior spaces of the Building for the purpose of installing, maintaining, and operating a communications system as described in Exhibit A ("Communications System").

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, Tenant and Landlord agree as follows;

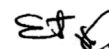
1. Lease

- (a) Landlord hereby leases to Tenant access to the building risers on a non-exclusive basis and confers upon Tenant the right:
- (1) To install, maintain, operate, and remove, at Tenant's sole expense and risk, certain "Fibre-optic components" (as hereinafter defined).
 - (2) To install, maintain, operate, and replace at Tenant's sole expense and risk, certain basic equipment (the cables, conduits, inner ducts, connecting hardware, etc. as specified and described in Exhibits A and E: hereinafter "Basic Equipment") together with the right to pull such Basic Equipment through "Building Communications Spaces" (defined as the telecommunications pathways necessary to Equipment Space in the Building) as designated and approved by Landlord. Tenant's Communications Equipment (as defined in Exhibit C) and Tenant's Basic Equipment are collectively referred to in this Agreement as "Tenant's Equipment."
- (b) The "Fibre-Optic Network" shall consist solely of the following elements, (which are further described in detail in Exhibits A, B, C, D and E, as they may be amended in accordance with Paragraph (g) of Exhibit G) namely: any and all components to be installed within the Building in the particular space or spaces specified in Exhibit C ("Equipment Room Plan"), as applicable.

- (c) Landlord may, in its sole and reasonable discretion, at Landlord's expense, relocate the Building Communications Spaces, the Equipment Room, the Equipment Space and/or Equipment room provided that such relocation does not render Tenant's utilisation of the site impracticable, the whole by providing Tenant with a thirty (30) day prior written notice to such effect. The Tenant shall, however, be exclusively responsible for the relocation of their Fibre-Optic Network and all of the associated equipment, components and systems. The transfer of the said system(s) will be done by the Tenant, at the Tenant's sole expense. The Landlord shall allow Tenant to perform a standard cutover procedure, if required by said relocation, which will ensure that the relocated equipment is operational for service prior to discontinuing service from old service location.
- (d) Landlord and Tenant acknowledge and agree that the relationship between them is solely that of independent contractors and landlord/tenant, 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. The Tenant hereby accepts and assumes full and exclusive liability for, and shall hold Landlord harmless from, the payment of all taxes (excluding income taxes), monies, and other expenses arising from the conduct of Tenant's business in the Building, including without limitation, contributions required under federal and provincial law providing for federal and provincial payroll taxes or contributions for unemployment insurance or old age pensions, or other remuneration paid by Tenant to its employees for any and all activities in connection with this Agreement.
- (e) Landlord makes no warranty or representation that the Building Communications Spaces, the Equipment Room, Equipment Space or the Building are suitable for the Tenant's use, it being assumed that Tenant has satisfied itself thereof. The Tenant confirms that it has inspected the Building Communications Spaces, the Equipment Room, the Equipment Space and the Building and accepts the same "as is" and agrees that Landlord is under no obligation to perform any work or provide any materials to prepare the Building Communications Spaces, the Equipment Room, the Equipment Space or the Building for Tenant.
- (f) This Agreement is not exclusive. Landlord hereby reserves the right to grant, renew or extend similar rights to others; provided that such rights do not materially and adversely interfere with the performance of Tenant's Equipment and Fibre-Optic Network and provided further that Tenant shall reconfigure Tenant's Equipment and Fibre-Optic Network to eliminate crowding and use its space optimally so as to permit the installation and full operation of equipment and facilities belonging to other service providers.

2. Term

The term of this Agreement shall commence as of August 1st 2002 ("Commencement Date"). The initial term hereof shall be five (5) years ("Initial Term" or the "Term") beginning on the Commencement Date, subject to earlier termination in accordance with the provisions hereof.



Rent

(a) Minimum Rent

Tenant shall pay to Landlord annual ~~minimum~~ ^{minimum} rent (the "Minimum Rent") of FIVE HUNDRED DOLLARS (~~\$ 500.00~~), each year of the Agreement, plus applicable taxes. Minimum Rent shall be payable in advance in one (1) payment, which payment shall be due and payable upon the Commencement Date. Thereafter, the Minimum Rent shall be payable annually in advance, on each anniversary date following the Commencement Date. ~~The rent is to be increased to ONE THOUSAND DOLLARS (\$ 1000.00) a year for each remaining year should the Tenant contract with another of the building's occupants for similar services.~~

\$1000.00

(b) Additional Expenses

Commencing on the Commencement Date, Tenant shall pay additional expenses (plus applicable taxes on each such expense) ("Additional Expenses"), which shall include, namely:

- (i) escort and supervision fees shall be charged at a rate of forty-two dollars (42.00\$) per hour payable on demand;
- (i) supervision and co-ordination costs for any work or service required of or provided by the Landlord (i.e. unlocking doors, access to restricted areas of building, etc.) at the Landlord's standard hourly rate, payable on demand;
- (ii) any other work, service or materials provided by Landlord for Tenant's benefit or at its request plus a 15% administrative fee calculated on the basis of actual costs incurred by Tenant, the whole payable on demand.
- (iii) a plan review charge stipulated in Exhibit G; and,
- (v) any other sum due or payable in virtue of this Agreement.

(c) Payment of Rent

The Minimum Rent, Additional Rent and Additional Expenses are sometimes hereinafter collectively referred to as the "Rent". All Rent (as hereinafter defined) payments shall be made to Landlord or any other entity designated by it in writing, at the address given in Paragraph 17 of this Agreement.

4. Use

Tenant shall use the Fibre-Optic Network and the Building Communications Spaces solely for the purposes of providing the services detailed in Exhibit A of this Agreement and for which it has received all necessary approvals from Industry Canada and the CRTC, and pursuant to all applicable laws, rules and regulations.

5. Electric Utilities

Tenant will provide to the Landlord upon each anniversary date from the Commencement Date, accurate consumption data, failure by which Landlord may reasonably estimate same or obtain a third party assessment of same at Tenant's sole cost and expense, payable immediately upon demand, plus a fifteen percent (15%) administrative fee. If requested by Landlord, Tenant shall install, at its own cost, a check meter for the Fibre-Optic Network and shall be responsible to the local electric utility for the electrical costs attributable to such Fibre-Optic Network. Tenant further agrees that the Landlord has no obligation or responsibility to provide emergency or "backup" power to Tenant, and Tenant acknowledges that any such provision of emergency or "backup" power shall be the sole responsibility of Tenant.

6. Construction

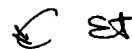
Prior to the commencement of any work, Tenant shall comply with all the requirements contained in Exhibit G herein.

7. Tenant's Covenants

- (a) Tenant, through its designated and approved employees and contractors, shall be solely responsible for the maintenance and care of the Fibre-Optic Network and Connecting Equipment and shall maintain the same in a clean, sanitary, and safe condition and in good repair and free of any defects at all times during this Agreement. Tenant, at its sole expense and risk, shall ensure that a physical inspection of the all portions of the Fibre-Optic Network occurs at intervals of no more than six (6) months. Tenant shall provide a written certification of such inspections to Landlord not more than ten (10) days following each such inspection. In the absence of such a certification, Landlord shall have the right (but not the obligation) to conduct or arrange for such an inspection and corrective action and Tenant shall reimburse Landlord on demand for such costs, plus a fifteen percent (15%) administrative fee.
- (b) Tenant shall, at its sole cost and expense, repair any damage to the Building, Equipment room, Building Communications Spaces, and/or to any other property owned by Landlord or by any tenant of Landlord or by any other occupant of the Building where such damage is caused by Tenant or any of its agents, employees, contractors or invitees. Prior to the commencement of any work or modification to repair said damage, Tenant shall inform Landlord of the nature and extent of damages and proposed corrective actions to be taken and Tenant shall obtain Landlord's prior written authorisation before the commencement of any work or modification. If Tenant fails to repair or refinish any such damage, to Landlord's satisfaction, Landlord may, in its sole and reasonable judgement, repair or refinish such damage and Tenant shall reimburse Landlord on demand of all costs and expenses incurred in such repair or refinishing, plus a fifteen percent (15%) administrative fee.
- (c) Tenant shall not interfere with the use and enjoyment of the Building by Landlord or by other tenants of the Landlord or other tenants or occupants of the Building. If such interference shall occur, Landlord shall give Tenant written notice thereof and Tenant shall correct the same within twenty-four (24) hours after receipt of such notice. If Tenant fails to correct such conditions after proper notification and waiting period, Landlord reserves the right to take any reasonable actions to correct the same at Tenant's sole cost and expense payable on demand, plus a fifteen percent (15%) administrative fee.

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- (d)
- (i) Tenant's Fibre-Optic Network shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building or with any tenant's or occupant's or third party's use or operation of communications or computer devices. Tenant shall not install or maintain any Fibre-Optic Network of the type or frequency which cause, could cause or will cause any interference to the Building elevators, fire alarm system, or any other Building safety system or equipment of Landlord, systems or equipment of tenants of Landlord, or any other neighbouring property. Landlord may, at its sole discretion proceed to the removal of any of Tenant's equipment or installations causing such interference if the latter fails to correct the cause of the interference after a 24 hour prior written notice to Tenant to such effect, the whole at Tenant's sole cost and expense payable on demand, plus a fifteen percent (15%) administrative fee. Alternatively, at its sole discretion, the Landlord may proceed with the expert's report and the 72-hour curative notice provided in the following paragraph (ii);
 - (ii) Landlord shall have the right to engage outside consultants to resolve interference issues arising between Tenant's or tenants' operating equipment in the building, and between Landlord's, Tenant's and off-premises operators the whole at Tenant's sole cost and expense, payable to Landlord on demand. Landlord shall have the absolute right to require that the Tenant implement any such consultants' recommendations for resolution of interference problems. Tenant shall correct such interference within seventy-two (72) hours after receiving written notice of such interference, failure by which Landlord reserves the right to correct the same at Tenant's sole cost and expense payable on demand, plus a fifteen percent (15%) administrative fee.
 - (iii) Furthermore, in the event Landlord installs new equipment and such interferes in any manner with Tenant's equipment or operations, then the latter shall remove same upon Landlord's simple written request and at Tenant's sole cost and expense, to a new area to be determined by Landlord, the whole at any time during the Term of this Agreement.
- (e) Tenant agrees to comply with all applicable rules and regulations of the CRTC (or any replacement or like authority) and applicable codes and regulations of the city, and province pertaining to the installation and operation of Tenant's Fibre-Optic Network and Tenant shall be solely responsible for obtaining all consents, licences, permits and/or authorisations required for the installation and operation of its equipment in or upon the Building. Tenant shall comply with all applicable laws, including environmental laws and shall indemnify and hold harmless Landlord and Landlord's Parties (as hereinafter defined) from and against any liability, loss, cost, claim, damage or expense arising therefrom.
- (f) Tenant agrees that Landlord shall not be liable for damage to Tenant's Fibre-Optic Network or for theft, misappropriation or loss thereof or of any Tenant's equipment or property in or upon the Building.

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- (g) Tenant shall be solely responsible for any failure or delay to provide services to their clients, including without limitation the cost of any installation, service, materials, repairs, maintenance, interruption or loss of telecommunications services, etc and shall indemnify and hold harmless Landlord and Landlord's Parties from and against any liability, loss, cost, claim, damage or expense arising therefrom.
- (h) Tenant shall comply and shall ensure that all those from whom it is responsible at law, comply with all applicable health and safety laws and regulations in connection with any work done or services dispensed or any activity performed pursuant to this Agreement or upon or concerning the Building and shall indemnify and hold Landlord and Landlord Parties harmless with respect to any violation thereof.
- (i) Tenant shall indemnify and hold harmless Landlord and Landlord's Parties for any bodily injuries and/or damage caused by Tenant or sustained by those toward whom Tenant is responsible at law, including those to whom Tenant has granted access to the Building.
- (j) Landlord reserves the right to require the Tenant and/or any party to whom the latter grants access to the Building, to be accompanied by a representative of the Landlord at any time, including during the performance of any work performed within or upon the Building.
- (k) Tenant shall not effect marketing campaigns or publicity in or about the Building nor use Landlord's name, nor the Building's name, address or depiction in any public document, notices, press release or advertising materials without having obtained Landlord's prior written approval.

8. Access

- (a) Landlord agrees that Tenant's authorised representatives shall have access to the Equipment Room at all times (where applicable), for the purposes of installing, removing, maintaining, operating and repairing Tenant's Fibre-Optic Network. Landlord further agrees to give Tenant ingress and egress to the Building Communications Spaces during the Term of this Agreement, including non-exclusive use of an elevator. It is agreed, however, that only authorised engineers, employees or properly authorised contractors, subcontractors, and agents of Tenant, other authorised 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. Tenant further agrees to keep to a minimum the number of personnel visiting the Building and the frequency of the visits.
- (b) Tenant shall have the right to access Building outside of regular business hours. Landlord shall remit to Tenant an access card (where applicable), upon Tenant's payment of a twenty-five dollars (25.00\$) deposit. The card shall remain Landlord's property but Tenant's shall remain fully responsible for same.

Tenant shall maintain a record of any persons it authorises to use said card and to whom it grants access to the Building and shall make said record available to Landlord immediately upon request. In the event that the card is lost or stolen, Tenant shall immediately notify Landlord and Tenant shall be fully responsible for all damages and costs resulting therefrom and shall indemnify and hold harmless Landlord and Landlord's Parties from and against any liability, loss, cost, claim,

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damage or expense arising therefrom. In such event, the initial twenty-five dollars (25.00\$) deposit shall be considered as forfeited and Tenant shall remit a new twenty-five dollars (25.00\$) deposit in order to obtain a new access card.

- (c) Except in the event of an emergency, (which will be deemed to include, without limitation, any event that threatens the integrity of Tenant's network or delivery of service) Tenant agrees to give at least one (1) business day's advance notice to Landlord of its intent to enter the Building Communications Spaces and the Equipment room. At the time that such notice is given, Tenant shall inform Landlord of the names of the persons who will be accessing the Building Communications Spaces and the Equipment room. In the event of an emergency, Tenant shall give to Landlord as much advance notice as reasonably possible of its intent to enter the Building Communications Spaces and the Equipment room and within twenty-four (24) hours following such entry, shall provide to Landlord a written report detailing the nature of such emergency and the corrective actions taken.
- (d) Landlord and its representatives shall have the right to enter the Equipment Room for any of the following purposes: (i) to make inspection, repairs, alterations, improvements or additions in or to the Equipment Room; (ii) to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room or the Building; and (iii) for such other purposes as Landlord deems reasonably necessary.

9. Insurance

- (a) Tenant shall maintain in force, at its expense, during the term of this Agreement, a policy of commercial general liability insurance the form and content of which shall be satisfactory to Landlord, issued by a company acceptable to Landlord, and authorised to do business within the province of Quebec, insuring Tenant and, as additional named insureds, the Landlord and any additional parties that Landlord may reasonably designate by written notice, on an occurrence basis to a limit that is no less than Five Million Dollars (\$ 5,000,000). Tenant shall maintain all risk property insurance on its Fibre-Optic Network and any Tenant property or property of which it is legally liable and which is located in the Building in sufficient amounts to cover the full replacement cost thereof.
- (b) Tenant's insurance shall contain provisions providing that such insurance shall be primary insurance insofar as Landlord and Tenant are concerned, with any other insurance maintained by Landlord being excess and non-contributing with the insurance of Tenant required hereunder and providing coverage for the contractual liability of Tenant to indemnify Landlord pursuant to Paragraph 10 below. Such insurance shall provide that the Landlord is to be immediately notified in writing by the insurer of any threatened cancellation, non-renewal or suspension coverage. Such insurance shall include the Landlord, all of its mortgagees and any other party designated by the Landlord as additional named insured and contain cross-liability and severability of interest provisions, as applicable and shall contain a waiver of subrogation in favour of the Landlord, all of its mortgagees and any other party designated by the Landlord. Tenant's all-risk insurance above, must provide that all insurance proceeds (except those pertaining to Tenant's

property) shall be payable to the Landlord. The Tenant shall provide the Landlord with certificates or other proofs to establish the Tenant's insurance coverage in effect before its occupancy within the Building (in the case of construction work, prior to commencement of same) and at least thirty (30) days before their expiry date. If the Tenant fails to insure, to file proof thereof, or if the Landlord receives notice of any cancellation of the Tenant's insurance, the Landlord may, upon not less than twenty-four (24) hours' written notice to the Tenant, effect such insurance and the Tenant shall pay to the Landlord, on demand, the amount of any premiums paid therefor plus an administration fee of fifteen percent (15%).

- (c) Tenant shall maintain in force all required workers' compensation or other similar insurance pursuant to all applicable laws and regulations.
- (d) Landlord shall insure the Building as a reasonable landlord of a similar building would do in the circumstances.
- (e) The provisions of this Paragraph 9 shall survive termination of this Agreement.

10. Indemnification

Tenant shall exercise due care to avoid any action that may cause damage to any part of the Building, Landlord's other tenants and/or, occupants, tenants and owners of adjoining buildings and properties. Tenant shall indemnify, exonerate and hold Landlord, its principals, officers, directors, agents, employees and servants ("Landlord's Parties") harmless from and against any liability, claim, loss, cost, damage and expense of whatever kind arising directly or indirectly from the construction, operation, maintenance, repair, and removal of Tenant's Fibre-Optic Network or bodily injury and/or damage suffered by those for whom Tenant is responsible at law and those to whom Tenant grants access to the Building or who use Tenant's access card, or from Tenant's breach of this Agreement, including, but not limited to, attorneys' fees and court costs, except to the extent such liability, claim, loss, cost, damage or expense is due to the gross negligence or intentional fault of Landlord. The provisions of this Paragraph 10 shall survive termination of this Agreement.

11. Legal Hypotheques

Tenant shall be responsible for the satisfaction or payment of any legal hypotheques for any provider of work, labour, material or services claiming by, through or under Tenant. Tenant shall also indemnify, hold harmless and defend Landlord against any such Hypotheques, including the legal fees of Landlord's lawyers and court costs. Such Hypotheques shall be discharged by Tenant within thirty (30) days after notice of filing thereof by bonding, payment or otherwise, provided that Tenant may contest, in good faith and by appropriate proceedings, any such Hypotheques. The provisions of this Paragraph 11 shall survive termination of this Agreement.

12. Assignment and Subletting by Tenant

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 lenders or their collateral agents or a purchaser of a material portion of its business. Tenant shall ensure that Landlord is informed of a transfer. The Tenant shall remain liable under this agreement.

- (a) No assignment shall release Tenant from any liability or obligation under this Agreement, unless Landlord's duly authorized representatives provide such release in a formal written agreement.
- (b) With each request for an assignment or a subletting, the Tenant shall pay to the Landlord a fee of one thousand dollars (1,000.00\$) plus applicable taxes to compensate Landlord for time and expenses connected with Tenant's request. This fee is non-refundable whether or not the consent is granted.

13. Hazardous Materials

- (a) Tenant shall not install any hazardous substance (as defined by laws, regulations and/or competent authority regulating same) or material into the Building. In the event that any hazardous materials are installed or brought into the Building by or on behalf of Tenant, then Tenant shall cause the removal of same within twenty-four (24) hours of Landlord's demand and shall indemnify and hold Landlord and Landlord's Parties harmless from any claim, loss, cost, damage, or expense resulting from such hazardous materials or from Landlord's removal thereof. In the event that Tenant shall discover, uncover, disturb or otherwise reveal any existing hazardous materials within the Building, Tenant shall immediately stop any work in progress and report such findings to Landlord within twenty-four (24) hours. Tenant shall not conduct any further work in the reported area without Landlord's written approval.
- (b) Tenant shall have two options upon discovery of hazardous material and cessation of work as described above: (i) reroute its planned access route to avoid such hazardous material areas; or (ii) reschedule its installation work to a period after Landlord has completed corrective action in regard to such hazardous materials; provided, however, that Tenant may terminate this Agreement upon written notice to Landlord if such corrective action has not been commenced and diligently pursued within thirty (30) days after Landlord's receipt of notice of Tenant's discovery of the hazardous materials.

14. Events of Default

- (a) It is a condition of this Agreement ("Tenant Event of Default") that:
 - (1) If Tenant shall default in the payment of any Rent or other sum or money due Landlord hereunder and such default shall continue for a period of five (5) days after receipt of written notification by Landlord to Tenant of such default;
 - (2) Except where different cure periods are expressly provided in this Agreement to the contrary, if Tenant shall default in the observance or performance of any of Tenant's non-monetary obligations under this Agreement and such default shall continue for more than ten (10) days after written notification of such default by Landlord to Tenant (unless such default cannot reasonably be cured within such ten (10) day period, in which case such cure period shall be extended for the minimum period

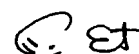
of time reasonably determined by Landlord to effect such cure or a shorter period in case of emergency);

- (3) If there shall be interference with the telecommunications or computer equipment of Landlord or any other occupant of the Building or any other telecommunications or computer devices provided in the Building or any other building by reason of, or as a result of, the installation, operation, maintenance, repair or removal of Tenant's Equipment, which interference is not cured within twenty-four (24) hours of Tenant's receipt of written notice by Landlord of such interference;
- (4) If Tenant shall fail to remove any hazardous substance or materials (as described in Article 13) installed in the Building by or on behalf of Tenant within twenty-four (24) hours of written notice of such condition by Landlord to Tenant;
- (5) The revocation by any competent authority for any period of time of Tenant's permission to provide regulated or non-regulated telecommunications services by any governing entity authorised to franchise or regulate Tenant's provisioning of telecommunications services;
- (6) The filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Tenant, or an assignment for the benefit of creditors, or a petition or proceeding by or against the Tenant for the appointment of a trustee, receiver or liquidator of Tenant or of any of the Tenant's property, or a proceeding by any governmental authority for the dissolution or liquidation of Tenant;
- (7) Any Tenant insurance policy is cancelled, suspended for any length of time or not renewed by an insurer;
- (8) The Tenant uses the Equipment room, the Building Communications Spaces, the Equipment Room, Equipment Space or the Building for any use other than those specifically authorised in this Agreement.

Then and in any such event, the current annual Rent together with the Rent for the remaining years of the Term shall immediately become due and payable, and Landlord may as well avail itself of any other right and remedy available at law, including those contained at Article 15 hereinafter.

15. Termination/Remedies

- (a) At the expiration or earlier termination of this Agreement (the "Termination Date") Tenant shall, at Tenant's sole cost and expense, without legal Hypotheques, remove Tenant's Fibre-Optic Network, Connecting Equipment and all of Tenant's movable property from the Building. Any property not so removed may at Landlord's sole option (i) be removed and stored by Landlord at Tenant's expense or (ii) become the property of Landlord without compensation to Tenant. 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 such Fibre-Optic Network and other equipment or property removal, which claims or obligations shall survive such termination. Further, Tenant agrees, at its sole cost and



expense, to repair or refinish all damage caused by the operation or removal of Tenant's Fibre-Optic Network and Connecting Equipment and return any area from which Tenant is removing equipment from Building to its original condition, excepting ordinary wear and tear. If Tenant fails to repair or refinish any such damage prior to Termination Date, Landlord may, in its sole and reasonable judgement, repair or refinish such damage and Tenant shall reimburse Landlord immediately upon demand for all costs and expenses incurred in such repair or refinishing plus a fifteen percent (15%) administrative fee.

- (b) In the event that anyone of Landlord's creditors takes possession or seizes the Building or if the Building is sold or otherwise transferred to a third party, Landlord shall have the right to terminate this Agreement upon a prior written thirty (30) days notice to Tenant, the whole without penalty or responsibility whatsoever by Landlord.
- (c) In the event that Landlord is not satisfied with Tenant's performance of its obligations under this Agreement, the Landlord shall notify the Tenant of their dissatisfaction and will allow the Tenant ten (10) days to correct the situation. Should the Tenant fail to do so to the Landlord's satisfaction, the Landlord shall have the right in its sole and absolute discretion, to terminate this Agreement upon a prior thirty (30) days written notice to Tenant, the whole without penalty or responsibility whatsoever by Landlord.

16. Notices

Any or all notices or demands by or from Landlord to Tenant, or Tenant to Landlord, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, or (b) upon delivery by courier. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

16. Notices (cont'd)

Landlord: Mr. Wally Comisso Vice President Property Management 6380, Côte de Liesse Saint-Laurent (Québec) H4T 1E3 Facsimile: 514-341-5712	Tenant: Directeur du Secteur Ingénierie D'Immeubles TELUUS Communications (Québec) Inc. 9, Jules A. Brillant Street Rimouski (Québec) G5L 7E4 Facsimile: 418-722-5949
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17. No Implied Waiver

The waiver by Landlord 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.

18. Subordination

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Tenant accepts this Agreement subject and subordinate to any hypothec, deed of trust or other charge presently existing or hereafter arising upon the land or the Building and to any renewals, modifications, consolidation, refinancing, and extensions thereof.

19. Casualty Damage; Tenant's Termination Option

In the event of any fire, casualty, physical calamity or physical damage to the Building, which makes it impossible for Tenant to carry out the purposes of its installation, maintenance, and operation in the Building, or if the Building becomes unfit for Tenant's use, Landlord, at its sole option and expense may attempt to remedy such problem within one-hundred and eighty (180) days, or any such period deemed reasonable under the circumstances, after written notice thereof. In the event that Landlord either (a) elects not to attempt to cure or remedy such a problem, or (b) fails to provide an adequate remedy within such one-hundred and eighty (180) day period, or any such period deemed reasonable under the circumstances, Tenant may terminate this Agreement upon ninety (90) days prior written notice to Landlord, in which event, Tenant shall remove Tenant's Equipment from the Building and restore any area of Building from which Tenant is removing equipment to its original condition, save for ordinary wear and tear, and neither party shall have any further liability hereunder, except as provided in Article 10. Tenant shall have no obligation to pay fees during either the one hundred eighty days notice period or the ninety (90) days' notice period of Tenant's intent to terminate this Agreement if the Building is rendered unfit for Tenant's use due to fire, casualty, physical calamity or physical damage to the Building, and the Landlord has elected not to cure such physical calamity or damage.

20. Equipment to Remain Movable Property

Except as otherwise provided herein, the Fibre-Optic Network and Connecting Equipment shall remain the movable property of Tenant notwithstanding the fact that they may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Tenant, save as otherwise provided in this Agreement.

21. Severability

If any part of any provision 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 terms and conditions shall be interpreted so as to give the greatest effect possible thereto.

22. Governing Law

The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the province of Quebec and exclusive jurisdiction shall lie with the courts of the judicial district of Montreal.

23. 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.

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24. Force Majeure

- (a) Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, Landlord or Tenant 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 labour or materials (not caused by the party seeking the benefit of this paragraph), war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord or Tenant. The provisions of this paragraph shall not apply to the payment of Rent or the payments of other monies to be paid by Landlord or Tenant 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 24, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this Paragraph 24.

25. Registration

Tenant may register this Agreement at its expense by notice in accordance with the provisions of the Civil Code of Quebec, however Tenant shall cause mainlevée of the registration at its expense at least thirty (30) days prior to the Termination Date of this Agreement, failure by which Tenant hereby grants unto Landlord the mandate and right to do so at Tenant's expense payable on demand, plus a fifteen percent (15%) administrative fee.

26. Successors In Landlord's Interest/Limitation of Liability

The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Agreement to the contrary, their respective heirs, liquidators, administrators, successors and assigns.

27. Enjoyment

As long as Tenant is not in default, Tenant shall, subject to the terms hereof, peaceably hold and enjoy the leased property during the Term without hindrance or interruption by the Landlord of any other person lawfully claiming by, through or under the Landlord in accordance with the terms, obligations and conditions of this Agreement. The Landlord shall take all reasonable steps to ensure such peaceful enjoyment. Tenant shall not be obliged to continuously occupy or operate from the leased property.

28. 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 a writing signed by authorised representatives of the parties.

29. 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.


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30. English Language

The parties acknowledge having required that this Agreement and all documents, notices and court proceedings entered into, given or instituted pursuant hereto be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents, avis et procédures judiciaires qui pourraient être exécutés, donnés ou intentés à la suite des présentes.

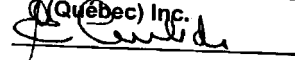
IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement in multiple original counterparts as of the day and year first above written.

LANDLORD: Gestion Nihon 1080 Inc.

By: 

Name: **Wally Commisso**
Title: **Vice President**
Property Management (Suburbs)

TENANT: Telus Communications

(Québec) Inc.
By: 

Name: **Etienne Turbide**
Title: **Directeur-général,**
Exploitation du réseau



EXHIBIT A – Equipment room Characteristics

- 1) Make, model and serial number of all transmitters, receivers, antennas and associated equipment such as circulators, combiners, and cavities.
- 2) Intended use and purpose for these facilities: In general, there are three different types of uses and purposes: (a) to serve tenants within the Building; (b) to serve the communication need of Tenant within the Building; and (c) to allow Tenant to provide wireless communications outside the Building.
- 3) Engineering plan and specification for the physical components and design of the Fibre-Optic network and associated equipment as it will be installed. (This engineering plan and design should be of sufficient specificity to ensure that the weight, bearing requirements, wind-load characteristics, power requirements, and aesthetic impacts of the facilities can be reviewed and to ensure against adverse effects upon the structural integrity of the Building, the moisture resistance of the building membrane, or the operations of pre-existing communications facilities and equipment.)

EXHIBIT B – EQUIPMENT ROOM PLAN

Not applicable

EXHIBIT C – Building Communications Spaces

Not applicable

EXHIBIT D - Fibre-Optic Network Inventory

Building Name: 1080 Beaver Hall Hill
(Québec) Inc.

Tenant : Telus Communications

Address: 1080 Beaver Hall Hill
Montréal, Québec

Date: August 1st, 2002

A.

Company Name:	_____
Address:	_____
Contact Name:	_____
Telephone:	_____
Fax:	_____

EXHIBIT F – Legal Description of the Building

Lot no 1 179 39 1, Cadastre du Québec (old lot number 1144-6 Cité de Montréal, Quartier Saint-Antoine):

Bounded to the North East by Lot number 1 284 427 (Côte du Beaver Hall), to the South East by lot number 1 284 426 (rue Belmont) to the South West by 1 284 543 (public lane) and to the North West by lot number 1 179 389.

Twenty-one storey commercial building with a penthouse and four underground parking levels is situated entirely within the limits of the said emplacement as described in the Certificate of Location prepared by Rabin & Rabin, Arpenteurs – Géomètres – Québec Land Surveyors.

EXHIBIT G – Construction

- (a) Prior to the commencement of any work, Tenant shall, at its sole cost and expense, prepare and deliver to Landlord working drawings, plans and specifications, as contained in Exhibits A, B, C, D and E, detailing the location and size of the Tenant's Fibre-Optic Network, Equipment Room, Equipment Space and Building Communications Spaces, all specifically describing the proposed construction and work. No work shall commence until Landlord has approved in writing Exhibits A, B, C, D and E, and any other applicable construction or installation plans, which approval shall not be unreasonably withheld. Approval or disapproval and required changes shall be delivered to Tenant within twenty (20) working days after the receipt of such plans from Tenant. In no event shall Landlord's approval of such plans be deemed a representation that Tenant's equipment will not cause interference with other systems in the Building or that Tenant's plans comply with applicable laws, rules or regulations. For each review of Tenant's plans, the Tenant shall pay to the Landlord on demand, a plan review charge of five hundred dollars (500.00\$) plus applicable taxes, plus all costs, fees and expenses incurred by Landlord as a result of any professionals hired by Landlord to perform a review of plans.
- (b) Tenant understands and agrees that the structural integrity of the load bearing capability of the roof of the Building, the moisture resistance of the Building membrane, and the ability of Landlord to use all parts of the roof of the Building are of critical importance to Landlord. Tenant, therefore, agrees that the specifications and plans that it will provide shall be of sufficient specificity to ensure that these concerns are protected, and Tenant further agrees that the actual installation of Tenant's Fibre-Optic Network shall be in accordance with those specifications.
- (c) Tenant warrants that the installation of Tenant's Fibre-Optic Network shall be in strict compliance with the approved plans and specifications prepared in connection with Exhibits A, B, C, and E as attached hereto.
- (d) Tenant agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, and consistent with such reasonable requirements as shall be imposed by Landlord. Tenant shall, at its sole cost and expense, repair or refinish any surface of the Building that is damaged by or during the installation of Tenant's Fibre-Optic Network and caused by Tenant or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If Tenant fails to repair or refinish any such damage, Landlord may, in its sole and reasonable judgement, repair or refinish such damage and Tenant shall reimburse Landlord on demand of all costs and expenses incurred in such repair or refinishing, plus a fifteen percent (15%) administrative fee.
- (e) Tenant shall obtain, at its sole cost and expense, prior to construction and work, all necessary federal, provincial and municipal permits, licenses and approvals, copies of which shall be delivered to Landlord prior to commencement of construction and work. Tenant's Fibre-Optic Network shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over Tenant's operations. Tenant shall prominently label any equipment with appropriate safety warnings when human exposure to Radio Frequency radiation may exceed the safety standards referred to in this paragraph.

- (f) Tenant shall not during construction or otherwise, in Landlord's sole and reasonable judgement, 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 entrance ways thereto. If such conditions shall occur, Tenant take corrective action as promptly as feasible, but in no event more than twenty four (24) hours following notice by Landlord of such conditions.
- (g) Tenant shall have right to amend Exhibits A, B, C, D and E, from time to time, with the express written consent of Landlord, which consent shall not be unreasonably withheld. However, the parties recognise that, in the event of changes that materially increase the amount of equipment installed by Tenant, the amount of space used by Tenant or the costs incurred by the Landlord, such consent may be withheld pending agreement upon the terms of modifications to the Rent. Following Landlord's consent to amendment of Exhibits A, B, C, D and E, all terms and conditions of this Construction Exhibit G shall apply.
- (h) Tenant shall ensure that the installation, maintenance, and operation of Tenant's Fibre-Optic Network shall not interfere with the operation of communications devices by Landlord or by other pre-existing tenants of the Landlord or third party properties. In order to avoid such interference, Tenant shall, at its own expense, prepare and conduct an evaluation of the potential for such interference before installing and operating the Fibre-Optic Network, and shall submit a copy of such findings to Landlord within ten (10) days of Landlord's request.
- (i) The parties recognise that this Agreement contemplates installation and use by multiple entities seeking to place antenna or telecommunications systems in or upon the Building. Tenant shall use its best efforts to coordinate its activities with those other such entities for the purpose of reducing the costs of all such parties and to avoid interference with such party's realisation of the benefits of this and similar agreements. To the extent that Landlord deems it reasonably necessary, Landlord shall coordinate any such co-operative efforts.

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