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**SERVICE PROVIDER ACCESS AGREEMENT**

IN CONSIDERATION of the rents paid by Telus Communications (Québec) Inc. ("Tenant") to ~~Tidan Inc.~~ <sup>3652921 Canada Inc</sup> (Édifice 1425 René-Lévesque W.) ("Landlord") and the terms contained herein, the parties agree as follows :

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1. **Address where Premises are located** 1425 René-Lévesque West. ("Building") as legally described on Schedule "A".

2. **Premises** : described in Schedule "A"

**Term** : 5 years.

4. **Commencement Date** : December 1<sup>st</sup> , 2001 or the first of the month after the date installation commences whichever is sooner.

5. **Options to Extend** : (two) 2 x 5 (five) years at market rent as agreed by the parties, failing which to be determined by arbitration in accordance with such legislation in the province in which the Premises are located. To exercise an option to extend, Tenant shall provide 120 days' notice to Landlord prior to end of the relevant Term.

6. **Rent** : \$3,500.00 plus GST and QST per year payable annually in advance. Landlord's GST number is 143231009AT & QST number is 1022932906TQ0001. Tenant will pay its own business taxes and any increase in realty taxes assessed <sup>TVO</sup> against Landlord by reason of the installation of the Equipment or its use of the Premises.

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

**Electricity** : Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that its annual consumption will not exceed \$300.00 per annum and will provide consumption data to Landlord each year. Such payment by Tenant shall be subject to revision as reasonably determined by Landlord.

9. **Prior to Commencement Date Tenant shall** :

- (a) submit Equipment plans to Landlord for approval;
- (b) obtain all consents, licenses and permits required to install and operate the Equipment and Landlord agrees to cooperate and provide all consents, authorizations and information reasonably required by the Tenant;
- (c) conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose; and
- (d) provide Landlord with a certificate of insurance with coverage of not less than \$2,000,000.00 naming Landlord as additional insured.

10. **Installation and Maintenance of Equipment** :

- (a) Tenant will repair any damage to the Building caused by its installation, maintenance or removal of Equipment at the end of the Term.
- (b) The Equipment shall be installed, operated, maintained and supplemented in a good and workman-like manner in accordance with sound engineering practices.

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- (c) Tenant shall ensure that no liens are registered against the Building as a result of its work and will indemnify Landlord in connection therewith.
- (d) Tenant will comply and will ensure that its sub-trades comply with all health and safety and environmental legislation and indemnify Landlord for a breach thereof.
- (e) Tenant will ensure that its Equipment does not interfere with the signals or equipment of service providers granted prior access by Landlord.

**Performance by Tenant :** Provided Tenant has paid Rent and performed its obligations under this agreement, Landlord agrees that Tenant shall have access to the Premises and Utilities 24 hours a day, seven days a week subject to Landlord's reasonable security requirements and enjoy the Premises and Utilities without interference. Landlord agrees to comply with Tenant's policy regarding restricted access to his equipment room defined as the "Premises".

- 12. **Indemnity :** Landlord and Tenant shall indemnify and save harmless each other for loss or damage to person or property caused by their own negligence or those for whom they are responsible and neither party shall be responsible for consequential damage. Landlord shall be responsible for any pre-existing environmental contamination of the Building and indemnifies and holds harmless Tenant there from.
- 13. **Default and Termination :** Landlord may terminate this agreement if Tenant has failed to cure a breach for which it has received 30 days' notice from Landlord, unless the breach is incapable of remedy within such period and Tenant has diligently commenced to cure the default. Tenant may terminate this agreement upon 60 days' notice to Landlord if the Premises are or become unsuitable for Tenant's business. Any prepaid Rent shall be adjusted to the date of termination.
- 14. **Transfer :** Landlord may assign this agreement at any time and shall be relieved of all obligations to Tenant under this agreement, provided Landlord ensures that the assignee receives actual notice of this agreement. Tenant shall not assign this agreement or sublet or license all or part of the Premises (a "Transfer") without the prior written approval of Landlord, acting reasonable. Notwithstanding the foregoing, Tenant may effect 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 and except for a transfer to a purchaser, shall remain liable under this agreement.
- 15. **Notices :** All notices under this agreement shall be in writing and may be delivered by mail, facsimile or in person to the addresses below and shall be deemed received three business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery. At its own expense, Tenant may register a notice or caveat on title to the Building in a form approved by Landlord and will remove such registration upon the expiration or earlier termination of this agreement.
- 16. **General :** This is the entire agreement between the parties affecting the subject matter described herein. Any amendments must be in writing and signed by both parties. If any portion of this agreement is found to be invalid, such portion shall be severed without affecting the validity of the balance of the agreement. Except for reason of financial inability, delay in performance by either party shall be excused for delay for causes beyond their reasonable control. The parties warrant that there are no restrictions contained in any other agreement to which they are a party that would prevent either party from entering into this agreement. The provisions of this agreement shall be subject to all applicable regulatory laws and regulations, which will prevail in the event of conflict. This agreement is binding on the parties and their respective successors and assigns.
- 17. **Place of Payment:** All Rent and Electricity charges shall be immediately payable when due to the Landlord or its nominee, at the address for sending notices to Landlord, or such other place in Canada as Landlord or its nominee notifies Tenant in writing. All cheques shall be payable to : **Edifice 1425 René-Lévesque West.**



18. Language : The parties acknowledge having agreed that this agreement as well as other documents relating thereto be drawn up in the English language only. Les parties reconnaissent avoir spécifiquement exigé que ce contrat de même que tous les documents s'y rattachant soient rédigés uniquement en langue anglaise.

AGREED TO :

*23/11/01*  
Date : November 23, 2001

Tenant : Telus Communications (Québec) Inc.

Per : *Etienne Turbide*  
Name: Étienne Turbide  
Title :

I have the authority to bind the Corporation

Mailing address for Notices:

160, rue Des Négociants  
Bureau ROC10  
Rimouski (Québec) G5L 7E4

Attention

Date : November 23, 2001

Landlord: 3652921 Canada Inc.  
(Edifice 1425 René-Lévesque West)

Per : *Jaek Soter*  
Name: Jaek Soter  
Title :

I have the authority to bind the Corporation

Mailing address for Notices:

1425 René-Lévesque West, Suite 1007  
Montréal (Québec)  
H3G 1T7

Attention : Nancy Savard

ADDITIONNELLES

*et*