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SERVICE PROVIDER ACCESS AGREEMENT

IN CONSIDERATION of the rents paid by Telus Communications (Quebec) Inc. ("Tenant") to ADMINISTRATION ONZE TRENTE SHERBROOKE INC. ("Landlord") and the terms contained herein, the parties agree as follows :

- Address where Premises are located : 1130 Sherbrooke Street West, Montreal Quebec ("Building")
bureau 300 H3A 2M8
2. Premises : described in Schedule "B".
 3. Term : 5 years. *POP DATA*
10' x 10'
 4. Commencement Date : November 1, 2001
 5. Options to Extend : (one) 1 x 5 (five) years at a rent deemed to be market for similar premises in similar buildings in the vicinity of the Building at the time of extension. To exercise said option to extend, Tenant shall provide six (6) months prior written notice to Landlord prior to end of the Term. If Landlord and Tenant acting reasonably are unable to agree on such market rent within 30 days of Tenant's exercise thereof, this option to renew shall become null and void and of no further effect.
 6. Rent : \$3,000.00 (plus Electricity) plus GST and QST per year payable in advance on the first day of November of each lease year. Landlord's GST number is R10160587 QST number is M1001615862. Tenant will pay its own business taxes and any increase in realty taxes assessed against Landlord by reason of the installation of the Equipment or its use of the Premises.
 7. Use 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. Subject to the Landlord's prior written consent in each case and event, which consent shall not be unreasonably withheld, and subject to supervision by Landlord's electrician and engineer, Tenant may connect to all necessary utilities, trunk lines, tenants' equipment (if authorized by in writing by such tenants) and Landlord's electrical grounding system and will have access in common with other service providers, tenants and landlord to required conduit, risers and telephone closets. The foregoing shall in no event be interpreted as giving Tenant the right to affix any equipment to the exterior of the Building and in particular on the roof of the Building.
 8. Electricity : The Landlord in its sole discretion shall have the right to install at Tenant's entire cost a check meter to the Premises. In such event Tenant shall pay it's electrical consumption as per the check meter. Otherwise the Tenant shall pay an amount equivalent to Landlord's engineer's reasonable estimate of what Tenant's consumption shall be (as determined by a Connected Watt Load Study). Such estimate can be reviewed and revised from time to time by the Landlord.
 9. Prior to Commencement Date Tenant shall
 - (a) submit Equipment plans to Landlord for Landlord's prior written approval;
 - (b) obtain all consents, licenses and permits required to install and operate the Equipment;
 - (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 in compliance with Landlord's standard lease insurance requirements with coverage of not less than \$5,000,000 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 any time.

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- (b) The Equipment shall be installed, operated, maintained and supplemented in a good and workmanlike manner in accordance with sound engineering and industry practices.
- (c) Tenant shall ensure that no liens are registered against the Building as a result of its work and shall immediately 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 other tenants and/or service providers granted access by Landlord to the Building and/or its installations.

11. Miscellaneous Provisions

- (a) Any and all costs, either direct or indirect, involved in preparing the Premises for Tenant's occupancy, including but not limited to: demising walls, entry doors, electrical connection, lighting, HVAC etc., shall be at Tenant's entire cost.
- (b) Nothing herein contained shall be construed as granting to the Tenant by the Landlord of any form of exclusivity to provide goods or services of any type to the Building or to its tenants.
- (c) Tenant recognizes that its status as tenant and service provider in the Building is in common with other tenants and service providers and that as such it shall respect the rights of such other tenants and service providers and shall not adversely affect the Building's resources.

12. 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 in common with other Tenants of the Building and subject to the Buildings Rules and Regulations.

13. Indemnity : Tenant shall indemnify and save harmless Landlord for loss or damage to person or property caused by their own negligence or those for whom they are responsible.

14. 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.


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

AT RIMOUSKI, the December 14 200

At Mtl, the 01/11/01

TELUS Communications
(Québec) Inc.

ADMINISTRATION ONZE TRENTE
SHERBROOKE INC.

By: 

By: 

Étienne Turbide
General Manager
Network Operations

Benjamin D. Kracauer



Administrateur
Benjamin D. Kracauer
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