

THIS LICENSE AGREEMENT made as of the 14th day of March, 2002.

BETWEEN : 2426-5233 QUEBEC INC. (STANLEYCO)
("Licensor")

ON THE FIRST PART

- and -


TELUS COMMUNICATIONS (QUEBEC) INC.
("Licensee")



OF THE SECOND PART

WITNESSETH:

1. Definitions

- (a) **"Building"** shall mean the office building bearing civic address 1134, Ste-Catherine Street West, Montreal, Quebec H3B 1H4.
- (b) **"Cable"** shall mean optical fibres encased in an aluminum sleeve or EMT conduit, and/or copper, coaxial or other types of cable to be used by Licensee to distribute its services to the various Tenants throughout the Building. All other materials must be approved by Licensor, in its discretion, pursuant to the terms of this License.
- (c) **"Commencement Date"** shall mean **December 1, 2002**.
- (d) **"Conduit Facilities"** shall mean vertical and/or horizontal spaces and pathways designated by the Licensor or installed by the Licensee as shown on Schedule "B" within the Property and Building of no more than four (4) inches in diameter (or as otherwise agreed to by the parties in writing) used for routing telecommunications cables and ancillary equipment from the minimum point of entry in the Building. The minimum point of entry and network interface will be in accordance with the rules and regulations established by the public utility commission or other governmental authority with jurisdiction over such matters in the province of Quebec. Schedule "B" attached hereto depicts the Cable locations in the Conduit Facilities and other facilities as shown on Schedule "B". The purpose of the Conduit Facilities and other facilities as shown on Schedule "B" will be to permit the connection of communication services to various Tenants in the Building. The Telecommunications Equipment will be installed only as so designated by Licensor.
- (e) **"Equipment Room"** shall mean the area of no more than an aggregate of **Seventy-Two square feet** occupying the space located in the basement level of the Building, as shown on Schedule "C".
- (f) **"License Fee"** shall mean: (i) during the first two (2) years of the License Term, the annual sum of **Two Thousand Five Hundred dollars (\$2,500.00)**, plus applicable sales taxes; and (ii) during the last three (3) years of the License Term, the annual sum of **Three thousand dollars (\$3,000.00)**, plus applicable sales taxes. The License Fee shall be payable annually in advance on the Commencement Date and on each anniversary date thereof.
- (g) **"License Term"** shall mean a term commencing on the Commencement Date and continuing for sixty (60) full calendar months expiring on **November 30, 2007**.
- (h) **"Normal Business Hours"** for the Building shall mean 8:30 a.m. to 5:00 p.m. Mondays through Fridays, exclusive of normal business holidays.
- (i) **"Property"** shall mean the land described in Schedule "A" attached hereto.



INITIALS	
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- (j) **"Service Areas"** shall mean those areas within the outside walls of the Building used for elevator mechanical rooms, building stairs, elevator shafts, flues, vents, stacks, pipe shafts and other vertical penetrations (but shall not include any such areas for the exclusive use of a particular Tenant).
- (k) **"Telecommunications Equipment"** shall mean the Cable, junction boxes, transceiver or transmission devices, hangers, pull boxes, ground wiring, distribution frames, back-up power supplies, routers, switches and related equipment used in the normal course of Licensee's business, which may be installed by Licensee into the Conduit Facilities and Equipment Room as shown on Schedule "C", to be utilized by Licensee pursuant to the terms of this License.
- (l) **"Tenants"** shall mean any occupant of the Building conducting business under the terms of a separate lease or other agreement with Licensor.

2. **Grant of License.** Subject to and upon the terms herein set forth, Licensor grants Licensee a non-exclusive license, subject to the terms and conditions herein, to use the Equipment Room and Conduit Facilities for the use described in Section 4 hereof and for no other purposes, and to install Cable to the Tenants in the Building, all as is more particularly described herein. This License shall not constitute a right by the Licensee to have or claim a property interest in, or a leasehold interest in, or a right of exclusive possession in respect of any part of the Building. The Licensee also acknowledges that it does not have an exclusive right to the use granted herein.



3. **License Term, Early Termination**

(a) **License Term.** (i) This License shall continue in force during a period beginning on the Commencement Date and continuing until the expiration of the License Term, unless this License is sooner terminated under any other term or provision hereof.

(ii) Notwithstanding the provisions of subparagraph 3(a)(i) immediately preceding, in the event that, during the month immediately preceding each anniversary date of the License Term of this License Agreement, the Licensee does not provide communication services to at least one Tenant in the Building, the Licensor, at its option and discretion, may terminate this License Agreement by a notice to that effect to Licensee, the said termination to take effect and become effective on said anniversary date.

(b) **Removal of equipment.** Upon the expiration or earlier termination of this License, Licensee shall remove all its Telecommunications Equipment, such as electrical boxes, wiring and electronics, that can be removed without causing any material damage thereto or to the Building, and surrender and deliver up the Equipment Room and Conduit Facilities to Licensor in the same condition in which it existed at the commencement of this License, excepting any ordinary wear and tear and reasonable damage arising from any cause not required to be repaired hereunder by Licensee. Notwithstanding the foregoing, if Licensee continues in operation in the Building following the expiry of the initial License Term, upon any termination or expiration of this License thereafter, Licensee shall not remove the Cable unless the Licensor requests removal of the Cable in writing.

(c) **Renewal Option.** Provided that the License is in full force and effect at the time the Licensee delivers notice to the Licensor of Licensee's intent to renew as described below, Licensee shall have one option ("Option") to renew this License as follows: Licensee may, by notifying Licensor of its election in writing not less than six (6) months prior to the end of the License Term, renew this License for one additional term (an "Additional License Term") beginning on **December 1, 2007** and expiring on **November 30, 2012**. The renewal of this License will be upon the same terms, covenants, and conditions as this License, except that (i) the License Fee payable during the Additional License Term shall be an amount equal to the existing Market Rate (as defined below) as of the date on which the Additional License Term commences (which shall not be less than the License Fees payable during the License Term), and (ii) Licensee shall have no further option to renew the License. As used herein, the phrase Market Rate shall mean the comparable License Fees being charged to any new or renewing licensee being granted a similar license for a term comparable to the Additional License Term as determined by the Licensor with reference to comparable agreements at the Building, and/or in buildings similar in size, for comparable licenses, in the Province of Quebec, at the time of the Additional License Term. If the parties cannot, working in good faith, agree, within sixty (60) days of Licensor's receipt of Licensee's notice of intent to renew, on the Market Rate for the additional License Term, then the Licensee's Option shall, immediately upon the expiry of the said License Term, become null, void and of no further force or effect and this License shall expire on **November 30, 2007**. The failure of Licensee to exercise its Option for the Additional License Term within the time period set forth herein shall constitute a waiver and termination of such Option.

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4. **Use**


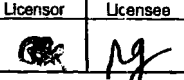
- (a) The Conduit Facilities shall be used solely for the installation, operation and maintenance of the Telecommunications Equipment and for no other purpose whatsoever. Licensee shall not allow the use of the Conduit Facilities, Equipment Room and Telecommunications Equipment by unaffiliated service providers other than in connection with the provision of services by Licensee. Unless otherwise agreed to in writing by Licensor, Licensee shall not allow the use of the Conduit Facilities and Equipment Room by anyone other than Licensee (or its subcontractors or agents that perform installation or maintenance services for Licensee's Telecommunications Equipment) or its permitted assigns. Licensee agrees not to use or permit the use of the Conduit Facilities or Equipment Room for any purpose which is illegal, dangerous to life, limb or property or which, in Licensor's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. In particular, no semiconductors or other electronic equipment containing polychlorinated biphenyl's (PCB's) or other environmentally hazardous materials will either be used or stored in or around the Conduit Facilities or Equipment Room and no such materials will be used in any of the Telecommunications Equipment installed by Licensee in the Conduit Facilities or Equipment Room. Licensee will not permit any persons with insufficient expertise or experience to enter the Equipment Room and operate its Telecommunications Equipment.
- (b) It is also acknowledged that Licensor may, at Licensor's discretion, authorize other licensees of the Building to use portions of other raceways in the Building, whether for the installation of telecommunications equipment or otherwise, so long as such uses would not require Licensee to remove its Cable from the Conduit Facilities or Equipment Room, nor shall it impair the installation, operation or maintenance of the Telecommunications Equipment. Notwithstanding anything to the contrary in this Agreement, Licensor shall not enter into any agreement that would prevent Licensee from utilizing the rights granted to it pursuant to this Agreement; provided however, Licensor may enter into agreements with other parties for the provision of services that compete, directly or indirectly, with the services offered by the Licensee in the Building.

5. **Fee**

- (a) **Payment.** Licensee shall pay the License Fee annually in advance, without any deduction, abatement or set-off. It is an essential condition that the License Fee shall not be reduced or abated should the License Term expire or terminate prior to **November 30**, in any calendar year.
- (b) **Additional Fees.** In addition to the License Fee, the Licensee agrees to pay to the Licensor, all other expenses related to the operation and maintenance of the Conduit Facilities and Equipment Room (the "Additional Fees"), including, without limitation:
 - (i) a minimum electricity charge of **Three Hundred dollars (\$300.00)** per annum, payable annually in advance, with each payment of the License Fee, for the Licensee's electricity usage which shall be subject to escalation from time to time, according to increases in Hydro-Quebec's electricity rates.
 - (ii) any and all business taxes, realty taxes, Goods and Services taxes or other applicable sales taxes and other taxes (the "Tax Amount"), assessed, rated or imposed upon Licensee or Licensor in respect of Licensee's use of the Conduit Facilities and Equipment Room, as may be levied on the Fees payable under this License, and to pay the Tax Amount or cause to be paid all taxes, rates, levies, duties, charges, assessments and impositions whatsoever, whether federal, local or otherwise, which during the License Term or any Additional License Term shall at any time be rated, taxed or imposed upon the property or business of Licensee as a result of this License.
 - (iii) an annual connection charge to cover Licensee's use of the Building's Generator, payable in accordance with paragraph 12(c) hereunder.
- (c) **Place of Payment.** License Fee payments will be made by Canadian mail, postage prepaid to the following address or such other address as may be specified by Licensor to Licensee in writing at any time in the future:



2155 Guy Street
 Suite 1400
 Montreal, Quebec
 H3H 2R9

- (d) If at anytime during the Additional License Term the Licensee pays, for buildings located in the Province of Quebec to a third party which owns buildings in the Province of Quebec similar in size to the Building, fees or other sums of money for the same or similar rights for

INITIALS	
Licensor	Licensee
	

the same or similar uses as provided in this License, and such fees and other sums of money are in the aggregate more favourable than the License Fee and Additional Fees payable during the Additional License Term, then the Licensee shall immediately notify the Landlord in writing to that effect and the fees payable during the Additional License Term shall automatically be deemed to be amended according to the fees and other sums of money paid to such third party as stated in Licensee's notice, so that the total fees paid to the Licensor shall at all times during the Additional License Term be no less favourable than those fees and other sums of money paid by Licensee to any such third party. The Licensee shall in such event sign such amendment to this License as may be requested by Licensor in order to give effect to this section 5(d).

6. **Security.** No security shall be provided by Licensor to the Licensee; however, access to the Building may be limited during times other than Normal Business Hours. Licensor, however, shall have no liability for theft or burglary, or for damage done by unauthorized persons in the mechanical rooms in which the Conduit Facilities and Equipment Room are located, except where such occurrences are attributable in whole or part of the negligence or willful misconduct of Licensor, its agents or employees; and neither shall Licensor be required to insure against any such losses. Licensee shall cooperate fully in Licensor's efforts to maintain security in the Building and shall follow all regulations promulgated by Licensor with respect thereto.
7. **Maintenance and Repair by Licensor.** Except as otherwise expressly provided herein, Licensor shall not be required to make any repairs to the Conduit Facilities and Equipment Room, other than repairs to exterior and load-bearing walls of the Building, which may be required from time to time but only after such required repairs have been requested by Licensee in writing.
8. **Additional Terms of License.** The License granted herein to Licensee shall additionally be subject to and expressly conditioned upon the following:
- (a) **Access.** Except in the case of an emergency, Licensee shall not enter or attempt access to any of the Building's air, electrical, mechanical or telecommunications risers, ducts, closets, conduits, duct work, rooms or other horizontal or vertical spaces in the Building, including the Service Areas, without notifying Licensor in writing at least twenty-four (24) hours in advance. In the case of an emergency, Licensee may enter or seek access to the Conduit Facilities and Equipment Room, through mechanical rooms or Service Areas provided it uses its reasonable efforts to give Licensor at least two (2) hours prior notice and provided that if practicable a Building security guard or engineer unlock and accompany Licensee's employees into such Service Areas and mechanical rooms (and Licensor will use its reasonable efforts to make such access available to Licensee on an expedited basis).
- (b) **Hours of Operations.** Except in case of an emergency (or with prior written permission of Licensor), no activities of Licensee associated with the initial construction of the Conduit Facilities or Equipment Room, and the initial installation of the Telecommunications Equipment shall be conducted during Normal Business Hours.
- (c) **Licenses and Permits.** Prior to commencing any work on the Conduit Facilities or Equipment Room, Licensee shall obtain all necessary licenses, permits and consents at Licensee's expense. Licensor shall have the right to monitor all such work, at its own expense.
- (d) **Costs.** Licensee shall be responsible for any and all costs or expenses arising from the installation, maintenance, or repair to the Conduit Facilities, Equipment Room or Telecommunications Equipment.
- (e) **Signs.** Licensee shall not place signs on any of the doors or corridors leading to the Conduit Facilities or Equipment Room, without first obtaining the prior written consent of Licensor in each such instance, which consent may be given or arbitrarily withheld on such conditions as Licensor may elect. Licensor shall have the right, at its option, at Licensee's own cost and expense, to remove any signs placed by Licensee without Licensor's prior written consent, and to repair any damage caused by such signs.
9. **Care and Maintenance by Licensee.** Licensee shall maintain the Conduit Facilities and Equipment Room used by Licensee in good repair, except as to damage to be repaired by Licensor, as provided herein. Licensee will remove all excess cable, tools and equipment and will keep all areas neat and clean at all times. Licensee shall label all Cables installed in the Building.

INITIALS	
Licensor	Licensee
	

10. **Repairs by Licensee.** After notice from Licensor, Licensee shall repair or replace any damage to the Building, Equipment Room or Conduit Facilities caused by Licensee or its agents or employees and in the event of failure of Licensee to commence such repairs within ten (10) days of such notice, Licensor shall have the right, at its option and at Licensee's own cost and expense, to repair or replace any damage done to the Building, or any part thereof, caused by Licensee or its agents or employees; provided, that in the event of an emergency, Licensor shall have the right, at its option and at Licensee's own cost and expense, to immediately without notice repair or replace any damage done to the Building, Equipment Room or Conduit Facilities, or any part thereof, caused by Licensee or its agents or employees.

11. **Installation and Alterations by Licensee.**

(a) Upon completion of the installation of Licensee's Telecommunications Equipment, Licensee will deliver a notice to Licensor notifying Licensor of such completion, whereupon Licensor shall have the right to inspect and accept the Conduit Facilities.

(b) All improvements, replacements and installations by Licensee shall be in strict accordance with Licensor's reasonable requirements as communicated to Licensee from time to time, in strict compliance with all applicable governmental regulations and in accordance with plans and specifications prepared by Licensee and submitted to Licensor for Licensor's approval, which approval shall not be unreasonably withheld or delayed. Licensee shall not make or allow to be made any alterations to the Conduit Facilities or Equipment Room, without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed, other than for routine Cable installation operations. All costs for core drilling and floor x-rays that may be necessary to accommodate the size of the Conduit Facilities in the Building shall be borne by the Licensee. Licensee shall perform all required X-rays so that no imbedded conduits are affected when drilling the slabs. Any and all alterations to the Conduit Facilities and Equipment Room shall, immediately upon installation, become the absolute property of the Licensor without any compensation to the Licensee. If Licensee continues in operation in the Building following the expiry of the initial License Term, the Cable shall automatically become the absolute property of the Licensor without any compensation to the Licensee, unless the parties agree otherwise. The Telecommunications Equipment (save and except for the Licensor's rights to the Cable, as set forth above) to be installed in the Equipment Room and Conduit Facilities shall remain the property of the Licensee.

12. **Electrical Services.**

(a) **Electrical Connections.** It is solely the responsibility of Licensee to negotiate agreements with public utilities or third parties for connections to public streets, utilities or adjacent buildings that may be necessary for the operation of Licensee's Telecommunications Equipment in the Building. Licensor shall allow Licensee to arrange and complete such connections and to cooperate, to the extent any cooperation is required, with Licensee and such public utilities or third parties to facilitate such connections. Licensor shall make available the facilities, if any, necessary to provide the electrical current connections required by Licensee in its use of the Conduit Facilities and Equipment Room. Licensee shall pay for all costs of meters, submeters, wiring, risers, transformers, electrical panels, lighting, air conditioning and other items, if any, required by Licensor which, in Licensor's reasonable judgment, are necessary to accommodate Licensee's design loads and capacities, including, without limitation, the installation and maintenance thereof. Notwithstanding the foregoing, Licensor may withhold consent for Licensee's installation of any wiring, risers, transformers, electrical panels, lighting, or air conditioning if, in Licensor's reasonable judgment, the same are not necessary or would cause damage or injury to the Building or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations or repairs to the Building, or would interfere with or create or constitute a disturbance to other tenants, licensees or occupants of the Building. In no event shall Licensor incur any liability for Licensor's reasonable refusal to install or modify, or for reasonably withholding its consent for Licensee's installation or modification of, any such electrical facility or equipment, except that if in Licensee's reasonable judgment it cannot provide services without such installation or modification, Licensee may elect to terminate the License and its obligations under this License upon thirty (30) days written notice to Licensor.

(b) **Utility Interruptions.** Licensor acknowledges that interruptions in utility services are not uncommon in facilities such as the Building and Licensee acknowledges that any sensitive electronic equipment which may be used in the Equipment Room or Conduit Facilities will be protected by Licensee from utility service interruptions through the use of backup power supplies, surge protectors and other appropriate safety systems. Licensor shall to the extent possible notify Licensee of any planned utility interruption for the purpose of effecting repairs or improvements. Licensor shall allow Licensee to install such systems as part of the Telecommunications Equipment. Licensee agrees that it will take or has taken all precautionary steps it deems reasonably necessary to protect such equipment in the

INITIALS	
Licensor	Licensee



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Equipment Room and Conduit Facilities, including the acquisition of insurance if applicable. Licensee shall hold Licensor harmless from any damages or losses (including damages and attorneys' fees) sustained to any of Licensee's Telecommunications Equipment caused by utility service interruptions, unless such interruptions are attributable in whole or in part to the gross negligence or willful misconduct of Licensor, its agents or employees. Unless caused by the gross negligence or willful misconduct of Licensor, its agents or employees, no interruption or malfunction of any utility service shall constitute an eviction or disturbance of Licensee's use or possession of the Conduit Facilities or Equipment Room, or a breach by Licensor of any of Licensor's obligations hereunder or render Licensor liable or responsible to Licensee for any loss or damage which Licensee may sustain or incur if either the quantity or character of any utility service is changed, is no longer available or is no longer suitable for Licensee's requirements or entitle Licensee to be relieved from any of Licensee's obligations hereunder.

- c) Without limiting the generality of the immediately preceding paragraph 12(b):
 - (i) Tenant will connect the Equipment Room to the Building's emergency auxiliary generator ("Generator").
 - (ii) Tenant's emergency power requirements from the Generator shall in no event exceed one half KW.
 - (iii) Tenant shall pay all costs related to the supply an installation of the equipment necessary to connect the Premises to the Generator (such as, by way of example, electric panel batteries, affiliated equipment, conduits, ventilation).
 - (iv) Tenant shall pay during the License Term, with each payment of the License Fee, an annual connection charge of \$150.00, which charge may be increased thereafter at the rate charged under Landlord's then current policy, and shall be payable on the Commencement Date and on each subsequent anniversary date of the Commencement Date thereafter.
 - (v) The Generator shall be solely for emergency use, and shall be used strictly during the necessary periods agreed to between the parties acting reasonably.

13. **Laws and Regulations: Interference.**

- (a) **Laws and Regulations.** Licensee shall comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction with respect to the Building. Licensee shall obtain and keep in effect all required licenses, permits and other authorizations, if any, necessary to conduct Licensee's business utilizing the License granted hereunder.
- (b) **Interference.**
 - (i) Licensee, in its use of the Conduit Facilities and Equipment Room, and in its installation, operation and maintenance of its Telecommunications Equipment, shall not do or omit to do anything which would unreasonably interfere with or adversely affect the use and occupation of the Building by other tenants, licensees or operators and the installation, operation and maintenance of their communication facilities.
 - (ii) Licensee shall co-operate with Licensor and with any and all other broadcasting and communications tenants, licensees and prospective tenants, licensees and operators of Licensor, in order to test and carry out any modifications to their respective installations or other broadcasting and communications equipment that may be reasonably necessary to ensure the proper functioning of all broadcasting and communications services and equipment used or proposed to be used in or on the Building.
 - (iii) Should interference develop, or should it appear at any time that interference is likely to develop, with the effective use or normal operation or any receiving or transmitting equipment which may from time to time be placed, installed, affixed or used in or on the Building by Licensor, its tenants and licensees or its prospective tenants and licensees or other operators, Licensee shall immediately cease such of its broadcasting and communications causing such interference. Licensee shall co-operate with Licensor and any and all such operators in determining the cause of such interference. Upon determination of each cause (for example, faulty leads and connections of Licensee), Licensee, if it is a party directly responsible for the cause of the interference, shall take immediate but reasonable steps, including the installation of filters, at its own expense, to reduce the interference to a level that is considered acceptable by Industry Canada or the Department of Communications, or such other federal agency as at such time has jurisdiction, or as determined by Licensor, acting reasonably. If interference is likely to develop with the

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Licensor	Licensee
	



effective use or normal operation of the receiving or transmitting equipment of a prospective additional usage by Licensee, steps to eliminate such interference need not be taken until Licensor has granted Licensee rights to such additional usage. Where considerations of cost or engineering simplicity indicate that a modification to equipment owned or operated by Licensee will provide the most expedient solution to any interference problem, Licensee agrees to permit such modifications to be made, provided that such modifications may be made, in Licensee's opinion, at a reasonable cost, notwithstanding that such equipment owned by Licensee may not be the direct cause of the interference, provided however, that any such modification will not unreasonably degrade the performance of the said apparatus and that the cost thereof shall be borne by the tenant, licensee or operator or prospective tenant or licensee or operator responsible for such interference.

- (iv) If any dispute between Licensee and Licensor, in respect of any of the matters provided for in this Section 13(b), arises which cannot be resolved by mutual agreement between the parties involved, Licensor may refer the dispute to mutually acceptable independent engineering consultant, or if the dispute is of such nature as falls within the jurisdiction of Industry Canada, or such other regulatory or governmental authority having jurisdiction, Licensor may refer such dispute to Industry Canada, or such other regulatory or governmental authority having jurisdiction, for resolution. The decision of such engineering consultant or Industry Canada, or such other regulatory or governmental authority having jurisdiction, shall be binding on the parties. All costs and expenses of such engineering consultant or Industry Canada, or such other regulatory or governmental authority having jurisdiction, shall be borne equally by Licensor and Licensee.
- (v) Interference for the purposes of this Section 13(b) shall mean technical interference with the transmitting, receiving or recording activities of Licensor and its existing licensees, tenants or other communications or broadcasting operators or any prospective licensees, tenants or other operators as shall, in the reasonable opinion of Licensor, affect to a material adverse degree the level of quality and effectiveness of such activities.



Building Rules. Licensee will comply with the rules and regulations of the Building as adopted and altered by Licensor from time to time of which Licensee has received written notice (provided Licensor non-discriminatorily applies such rules to all similar telecommunications providers) and will cause all of its agents, employees, invitees and visitors to do so. All changes to such rules will be sent by Licensor to Licensee in writing and will be effective only upon Licensee's actual receipt of same.


15. **Assignment, Sublicensing and Transfers by Licensee.**

- (a) **Assignment.** Licensee shall not assign this License or any interest herein, without the prior written consent of Licensor, acting reasonably. Notwithstanding the foregoing, Licensee shall have the right, upon notice to Licensor, to assign this License to (i) an entity which controls, is controlled by or is under common control with Licensee or (ii) provided that the Licensee delivers to Licensor a written notice of assignment no later than thirty (30) days prior to the date of a proposed assignment, to an entity which succeeds to substantially all of the assets of Licensee and such assignee executes an agreement with Licensor in a form acceptable to Licensor, whereby assignee assumes all obligations of Licensee under this License and irrevocably attorns to Licensor, and a copy of such agreement is promptly provided to Licensor for its files. Any attempted assignment or sublicense by Licensee in violation of the terms and covenants of this paragraph shall be null, void, and of no force or effect. No assignment notice or sublicense, whether or not with Licensor's consent, shall ever relieve Telus Communications (Quebec) Inc. its solidary liability under this License Agreement.
- (b) **Encumbrance.** Licensee shall not transfer, convey, mortgage, pledge, hypothecate, or encumber or grant any license, concession or other right to use any portion of the Conduit Facilities or the Equipment Room, without the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion. Any attempt by Licensee to accomplish a transfer prohibited by the provisions of this License, without having obtained the prior written consent of Licensor thereto shall be void and of no force or effect.

16. **Property Taxes.** During the License Term and any extension hereof, Licensee shall be responsible for the declaration and payment of any applicable taxes or assessments against the personal property owned by Licensee located in the Building, including water, business and services taxes relating to Tenant's operations in the Building. Licensee shall provide Licensor with timely evidence satisfactory to Licensor that all taxes due and payable for Licensee's property have been paid.

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



17. **Insurance.**

- (a) Licensor shall maintain, throughout the License Term any Additional License Term, all risks property insurance on the Building. No insurable interest is conferred upon Licensee under any insurance policies carried by Licensor and Licensee has no right to receive any proceed of any insurance policy carried by Licensor.
- (b) Licensee, prior to the commencement of any work and throughout the License Term and any Additional License Term, shall maintain property insurance coverage for all property of Licensee including but not limited to Cable and all other property owned by the Licensee in the Building for all risks of physical loss or damage with minimum insurance limits equal to the full replacement cost value of the aforementioned property. Such coverage shall also include all materials, equipment and supplies belonging to Licensee that are not intended to become a permanent part of the Building. The basis of loss settlement shall be replacement cost with like kind and quality. The policy shall have no coinsurance requirements or penalties. The policy shall provide full and unrestricted earthquake, flood and windstorm coverage if available on a commercially reasonable basis. The policy shall provide full coverage for debris removal, blanket extra expense to conduct business as near as normally practicable and coverage for water damage. The policy shall include Licensor as Additional Insured. The policy shall contain a waiver of underwriter's rights of subrogation against Licensor and a breach of warranty clause in favour of Licensor. The policy shall contain an agreement by the insurer that coverage will not be cancelled or materially changed without at least 30 days prior written notice to Licensor, excepting 10 days prior written notice in the event of cancellation of coverage for non-payment of premium. Licensee shall provide Licensor with a current certificate of insurance evidencing Licensee's compliance with this Section 17(b).
- (c) Licensor shall also maintain comprehensive general liability insurance for bodily injury and death and damage to property of others, in an amount of at least two million dollars, together with contractual liability, and owners' and contractors protective insurance coverage with respect to Licensee's use of the Building.

18. **Exculpatory Provisions.** Notwithstanding anything else to the contrary contained within this License, save and except for the gross negligence or wilful misconduct of Licensor, in no event shall the Licensor be liable to the Licensee for, and the Licensee does hereby release the Licensor, as well as its respective directors, officers, servants, agents, employees, contractors and all those for whom all or any of them is, or are, in law responsible (hereinafter, individually, the "Releasee" and, collectively, the "Releasees"), from all actions suits, damages, costs and liabilities for:

- (a) any damage to the Equipment Room and Conduit Facilities, or Licensee's Telecommunications Equipment;
- (b) damage to any person's property or loss of use of such property, arising out of any act or omission by any Releasee in respect of the Equipment and Conduit Facilities or the Licensee's Telecommunications Equipment;
- (c) lost profits, loss of revenue, failure to realize expected savings, loss of data, loss of use or any other commercial or economic loss of any kind, or punitive, exemplary, indirect, incidental, consequential or special damages or third party claims arising out of the use by the Licensee of any part of the Building even if the Licensor was aware of or had been advised by the Licensee of the possibility of such potential losses or damages;
- (d) the quality, adequacy, compatibility or sufficiency of any duct or cabling provided to the Licensee hereunder, it being acknowledged by the Licensee that all duct and any supplied cabling is provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (e) the activities of any third party, whether or not that party is on the Building under the terms of another telecommunications access license or similar agreement, whether or not the activities of the party have been supervised by the Licensor, or whether or not the party has been escorted while within the Building;
- (f) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or resulting in the interruption of any service by the Licensee;
- (g) any claims resulting from any fire, explosion or other occurrence involving the Building, except claims directly relating to the Licensor's election, pursuant to Section 21 hereof, to not terminate this License and the Licensor has not commenced and proceeded with reasonable diligence to restore the Building in accordance with the requirements of Section 21; and

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Licensor	Licensee
	


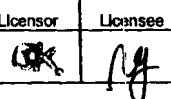
- (h) the inadequacy of any utility service, or the loss of or the failure to provide any utility service.

Other than as expressly provided for in this License, there are no other warranties, representations, conditions or guarantees of any kind provided by the Licensor to the Licensee, either expressed or implied, regarding this License or the privileges afforded to the Licensee pursuant to this License. Save and except for claims relating to the gross negligence or willful misconduct of the Licensor, and save and except for claims for breach of this License by the Licensor, the Licensee further waives any claim that it may now have or may in the future have, contractually or extra-contractually, and confirms that its rights, obligations, rights of indemnity and measure and type of damages are limited to those that are expressly provided for in this License.

19. **Indemnity.** Except for the gross negligence or willful misconduct of Licensor or its officers, directors, employees, shareholders, members, agents, invitees or contractors, Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents and shareholders, from and against all losses, claims and expenses resulting from or attributable to:
- (a) the placement, installation, use (or the inability to use), operation, maintenance or removal of the Telecommunications Equipment including Conduit Facilities by the Licensee, in, on, or from the Building;
 - (b) the performance of this License by the Licensee, including the installation of the Licensee's Telecommunications Equipment, or its use or misuse by the Licensee;
 - (c) any breach, violation, act or omission or non-performance of any condition, covenant, obligation, representation or warranty by or on the part of the Licensee;
 - (d) damage to the Building or any personal property (including the loss thereof) of the Licensor, or any third party, or physical injury (including death resulting therefrom) caused directly by the Licensee, or its agents, servants or employees;
 - (e) any act or omission of the Licensee in connection with the presence, installation, use, operation or maintenance of the Telecommunications Equipment;
 - (f) the proximity of the Telecommunications Equipment to any facilities or telecommunications equipment of the Licensor, any tenant of the Licensor, whether or not a customer, or other carriers within the Building and any resulting interference caused as a result of the presence, installation, use, operation or maintenance of the Telecommunications Equipment;
 - (g) any act or omission of or by the Licensee in or while providing any services to any customer, or in respect to any service interruption, failure or impairment;
 - (h) any actual or attempted seizure or repossession of the Telecommunications Equipment in any of the Licensor's properties by any creditor of the Licensee or by any other party; or
 - (i) any claim of ownership, right or title by any third party in respect of the Telecommunications Equipment or any claim arising from any alleged lack of authority by the Licensee to enter into this Agreement.

The Licensor shall not be liable for the quality of transmission, or for any damages arising from any omissions, interruptions, delays, errors or defects in transmissions suffered by the Licensee, or any of its customers, caused by failures or defects within the Building. To the extent that any of the Licensee's customers suffer damages arising from any of the circumstances mentioned above for which the Licensor may be at law responsible, the Licensee hereby indemnifies and holds harmless the Licensor from and against any such claims, regardless of whether the Licensor is alleged or found to be negligent.

20. **Waiver of Subrogation Rights.** All insurance carried by either Licensor or Licensee shall provide for a waiver of rights of subrogation against Licensor and its partners, if any, and its officers, employees, agents, directors, shareholders and assigns, and Licensee on the part of the insurance carrier. Unless such waiver contemplated by this sentence invalidates, nullifies, or provides a defense to coverage under any such insurance policy or are not obtainable for the reasons described in this section 20, Licensor and Licensee each hereby waive any and all rights of recovery, claims, actions or causes of action against the other, their partners, if any, and their respective officers, employees, agents, partners, directors, shareholders and assigns, for any loss or damage that may occur to the Conduit Facilities, Equipment Room, Telecommunications Equipment or the Building, or any improvements thereto, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss and damage is actually recovered under such insurance policy. Notwithstanding the foregoing, the failure of Licensee or Licensor to take out or maintain any insurance policy required under Section 17 hereof shall not be a defense to any claim asserted by

INITIALS	
Licensor	Licensee
	


Licensee or Licensor against the other by reason of any loss sustained Licensee or by Licensor that would have been covered by any such required policy. The waiver set forth in the immediately preceding sentence shall be in addition to, and not in substitution of, any other waivers, indemnities, or exclusions of liabilities as set forth in this License.



21. **Casualty Damage.** If the Conduit Facilities, Equipment Room or any part thereof shall be damaged by fire or other casualty, Licensee shall give prompt written notice thereof to Licensor. In case the Building shall be damaged such that substantial alteration or reconstruction of the Building shell, in Licensor's sole opinion, is required (whether or not the Conduit Facilities or Equipment Room, shall have been damaged by such casualty) or in the event any mortgagee of Licensor's should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt or in the event of any material uninsured loss to the Building, Licensor may, at its option, terminate this License by notifying Licensee in writing of such termination within ninety (90) days after the date of such casualty. If Licensor does not thus elect to terminate this License, Licensor shall commence and proceed with reasonable diligence to restore the Building shell and shell improvements where the Conduit Facilities and Equipment Room are located, as well as restoration of the Conduit Facilities and Equipment Room, to the same condition in which they existed prior to damage by fire or other casualty; except that Licensor's obligation to restore shall not require Licensor to spend for such work an amount in excess of the insurance proceeds actually received by Licensor as a result of the casualty. When the repairs described in the preceding sentence have been completed by Licensor, Licensee shall then complete the restoration of all additional improvements which are necessary to permit Licensee's resumption of operations in the Conduit Facilities or Equipment Room pursuant to the final working drawings and specifications approved by Licensor ("Improvement Restoration"). Construction of the Improvement Restoration shall be completed within two (2) months after Licensor first notifies Licensee that the shell improvements have been completed. All cost and expense of completing the Improvement Restoration shall be borne by Licensee. Licensor shall not be liable for any inconvenience or annoyance to Licensee or injury to the business of Licensee resulting in any way from such damage or the repair thereof.

22. **Damages from Certain Causes.** Neither party shall be liable to the other party for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any similar cause not within the control of such party.

23. **Events of Default/Remedies.**
(a) **Licensee's Events of Default.** The following events shall be deemed to be events of default by Licensee under this License: (i) Licensee shall fail to pay any License Fee, or other sum of money when due hereunder and such failure shall continue for a period of twenty (20) days after written notice from Licensor; (ii) Licensee shall fail to comply with any material provision of this License or any other agreement between Licensor and Licensee not requiring the payment of money and such failure shall continue for a period of twenty (20) days after written notice of such default is delivered to Licensee, provided, however, if such condition cannot reasonably be cured within such twenty (20) day period, it instead shall be an event of default if Licensee shall fail to commence to cure such condition within such twenty (20) day period and/or shall thereafter fail to prosecute such action diligently and continuously to completion within ninety (90) days following Licensor's notice of default; (iii) the license hereunder granted shall be taken on execution or other process of law in any action against Licensee; (iv) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Licensor that it anticipates either condition; (v) Licensee takes any action to, or notifies Licensor that Licensee intends to file a petition under any section or chapter of the applicable Canadian bankruptcy rules and regulations, as amended from time to time, or under any similar laws or statute of Canada or the Province of Quebec, or a petition shall be filed against Licensee under any such statute; or (vi) a receiver or trustee shall be appointed for Licensee's license interest in the Conduit Facilities, or for all or a substantial part of the assets of Licensee.

(b) **Licensor's Remedies.** Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section 23 or not, Licensor shall have the option to pursue any remedies available to it at law) without any additional notices to Licensee (except for such notice expressly required by Subparagraph 23(a)) or demand for possession whatsoever. Licensor's remedies shall include but not be limited to the following: (i) terminate this License in which event Licensee shall immediately surrender the Conduit Facilities and Equipment Room to Licensor; (ii) terminate Licensee's right to use the Conduit Facilities and Equipment Room and re-enter and take possession of the Conduit Facilities and Equipment Room; (iii) enter upon the Conduit Facilities and Equipment Room, and do whatever Licensee is obligated to do under the terms of this License; and Licensee shall reimburse Licensor on demand for any expenses which Licensor may incur in effecting compliance with Licensee's obligations under this License, and Licensee further agrees that Licensor



INITIALS	
Licensor	Licensee
	

shall not be liable for any damages resulting to Licensee from such action; and (iv) exercise all other remedies available to Licensor at law.

24. **Holding Over.** If Licensee's Telecommunications Equipment remains at the Building beyond thirty (30) days after the expiration or earlier termination of this License without specific prior written approval from Licensor ("Holdover"), Licensee shall pay to Licensor throughout the Holdover period, license fees equal to Two Hundred percent (200%) of the License Fee in effect immediately prior to the expiration or termination of this License.
25. **Relocation.** If required by law, ordinance, rule or regulation of any governmental authority having jurisdiction with respect to the Building or for the benefit or safety of the Building or the Tenants thereof, within a period of sixty (60) days following notification to that effect from Licensor, Licensee shall, at Licensee's sole expense, relocate the Conduit Facilities and/or Equipment Room to other premises and facilities within the Building as designated by Licensor for the purpose.
26. **Personal Liability.** In no event shall either party be liable to the other party either for any loss or damage that may be occasioned by or through the acts or omissions of Tenants of the Building or other licensees of the Building or of any other persons whomsoever.
27. **NOTICES:** All notices under this License shall be in writing and may be delivered by mail, facsimile or in person to the addresses below and shall be deemed received three (3) business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery as follows:

Mailing Address for Notices:

**TELUS COMMUNICATIONS
(QUEBEC INC.)**
Québec Téléphone
160, Des Négociant
Bureau ROC10
Rimouski (Quebec) G5L 7E4


Attention: Division Director,
Building Engineering
With copy to: Legal Affairs
Facsimile: (418) 722-5949
Telephone: (418) 722-5663



Mailing Address for Notices:

2426-5233 QUEBEC INC. (STANLEYCO)
50 Place Crémazie Street West
Suite 208
Montreal, Quebec
H2P 2R4


Attention: Mr. Claude Derhy
Facsimile: (514) 385-0380
Telephone: (514) 385-1035



28. **Saverability.** If any term or provision of this License, or the application thereof to any person or circumstance shall, to any extent, be invalid, unenforceable or superseded by law or regulation, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, unenforceable or superseded, shall not be affected thereby, and each provision of this License shall be valid and enforced to the fullest extent permitted by law.
29. **Governing Law.** This License and the rights and obligations of the parties hereto shall be term and interpreted, construed, and enforced in accordance with the laws of the province of Quebec.
30. **Force Majeure.** Whenever a period of time is herein prescribed for the taking of any action by Licensor or Licensee, save and except for payments required to be made by Licensee to Licensor of any License Fees, or any other amounts due to Licensor under this License, that party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to fire, flood, explosion, earthquake, other disaster, power failure, accident, civil disturbance, riot, sabotage, laws, regulations or restrictions imposed after the fact, war, rationing, shortages, embargo, strike or labour problem, acts of God or acts of government, or any other cause whatsoever beyond the control of that party.
31. **Time of Performance.** Except as expressly otherwise herein provided, with respect to all required acts of either party, time is of the essence of this License.
32. **Transfers by Licensor.** Licensor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder together with all or part of its interest in the Building referred to herein, and in the event of such transfer of all of its interest in the Building shall have the obligation to obtain the agreement of its successor in interest to assume all of the obligations of the Licensor hereunder, and in such event and upon such transfer and assumption, Licensor shall be released from any further obligations hereunder, and Licensee shall look solely to such successor in interest of Licensor for the performance of such obligations.



INITIALS	
Licensor	Licensee
	

33. **Brokerage Commission**
Any brokerage commissions or fees with respect to this License Agreement shall be borne exclusively by Licensee and Licensee shall indemnify and hold Licensor harmless from any and all claims with respect thereto.
34. **Entire Agreement**. This License embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard thereto other than those specifically set forth herein.
35. **Commencement of Operations**. The commencement of operations in the Conduit Facilities by Licensee shall constitute the acknowledgment and agreement of Licensee that Licensee is fully familiar with the physical condition of the Conduit Facilities and Equipment Room and the Building and that the Conduit Facilities and Equipment Room, comply in all respects with the requirements of this License and are suitable for the purposes for which the Conduit Facilities and Equipment Room, are hereby licensed. In that regard, Licensor hereby disclaims, and Licensee hereby waives, any express or implied warranty of suitability with respect to the Conduit Facilities and Equipment Room, and any express or implied warranty of fitness for a particular purpose.
36. **Subordination to Mortgage**. Licensor is hereby irrevocably vested with full power and authority to subordinate this License to any mortgage, deed of trust or other lien now existing or hereafter places upon the Building and Licensee agrees upon demand to execute such further reasonable instruments subordinating this License or attorning to the holder of any such liens as Licensor may request. In the event that Licensee should fail to respond in writing to the request to execute any subordination or other attornment agreement required by this Article either providing such executed agreement or detailing Licensee's good faith reason for refusing to execute such agreement, within thirty (30) days after receipt by Licensee, Licensee hereby irrevocably constitutes Licensor as its attorney-in-fact to execute such instrument in Licensee's name, place and stead. Licensee agrees that it will from time to time upon request by Licensor execute and deliver to such persons as Licensor shall request a statement in publishable form certifying that this License is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which License Fee and other charges payable under this License have been paid, stating that Licensor is not in default hereunder (or if Licensee alleges a default stating the nature of such alleged default) and further stating such other matters as Licensor shall reasonably require.
37. **Headings**. The Section and subsection headings are for convenience only and are not to be used to interpret the meanings of any provisions hereof.
38. **Recording**. If applicable, Licensee shall have the right to publish this License or a memorandum hereof (in form reasonably satisfactory to Licensor). The Licensee shall remove such publication forthwith following termination of this License and, in the event it fails to do so, hereby appoints the Licensor as its agent for the purpose of executing and recording any document necessary to accomplish the removal.

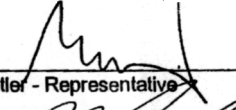


INITIALS	
Licensor	Licensee
	

39. **English Language.** The parties have agreed that the present License and all documents ancillary here to be written in the English language only. Les parties aux présentes ont accepté que la présente convention, ainsi que tout document connexe à la présente convention, soient rédigés en langue anglaise seulement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the day and year first above written.

2426-5233 QUEBEC INC. (STANEYCO)

By: 
Barry Kotler - Representative

By: 
Solly Karkoukly - Representative

GST number: 125386896

QST Number: 1002728831

TELUS COMMUNICATIONS (QUEBEC) INC.

By: 
Name: Victor Gauthier

Its: Division Director -- Building Engineering

I HAVE AUTHORITY TO BIND THE CORPORATION.

SCHEDULE "A"
LEGAL DESCRIPTION OF LAND

1134 Ste-Catherine Street West

that certain emplacement known and designated as being lot number **one million three hundred forty thousand seventy-nine (1 340 079)** of the Quebec cadastre, registration division of Montreal, as such emplacement may be expanded or reduced from time to time ("Land").

INITIALS	
Licensor	Licensee
