

Doc. 0296

LEASE AGREEMENT, executed in the City of Montreal, Province of Quebec,

February 5<sup>th</sup> 2003

**BETWEEN:** Ampere Nova Scotia Company, a body politic having its head office in the City and District of Montreal, Province of Quebec, herein represented by Mr. Richard Recny who has been duly authorised for the purpose of the present agreement,

(hereinafter referred to as the "Landlord")

**AND:** Telus Communications (Québec) Inc., a body politic having its head office in the City and District of Rimouski, Province of Quebec, herein represented by Victor Gauthier, its Division Director – Building Engineering, who has been duly authorised for the purpose of the present agreement,

(hereinafter referred to as the "Tenant")



By these presents, the Landlord rents to the Tenant and the Tenant accepts to rent from the Landlord (the present document being hereafter referred to as the "Lease") a certain space located at 1205 Ampère, Boucherville, Quebec (herein referred to as the "Building"), which is erected on the land known and designated as:

«une partie du lot cinquante-six (Ptie 56) au cadastre officiel de la Paroisse de Sainte-Famille-de-Boucherville, division d'enregistrement de Chambly, bornée vers le Nord-Est par les lots 57-416, 57-417, 57-418, 57-419, 57-420, 57-421, 57-315, 57-316 et 57-347, vers le Sud-Est par une partie du lot 56 (rue de Normandie) et vers le Nord-Ouest par une partie du lot 56, mesurant cent cinquante-quatre virgule trente-cinq mètres (154,35) vers le Nord-Est, cent quatre virgule quatre-vingt quinze mètres (104,95) vers le Sud-Est, dix virgule quatre-vingt-seize mètres (10,96) le long d'un arc de cercle ayant un rayon de cent cinquante-huit virgule dix mètre (158,10) et cent quarante-sept virgule cinquante-cinq mètres (147,55) vers le Sud-Ouest et soixante-huit virgule neuf cent huit mètres (68,908) vers le Nord-Ouest et contenant en superficie treize mille quatre cent quarante-six virgule six mètres carrés (13 446,6 m<sup>2</sup>), les distances mentionnées ci-haut sont en mètres (S.I.) (hereinafter referred to as the "Land") with the buildings bearing civic number 1205, Ampère, Boucherville (hereinafter collectively referred to as the "Property")».

under the terms and conditions herein after proposed.

**Section 1: TERM**

- 1.01 The original term of the Lease shall be for **five (5) years** (herein referred to as the "Term of Lease") commencing on the **first day of March 2003**, (herein referred to as the "Commencement Date"), and ending on the **last day of February 2008**, (herein referred to as the "Termination Date").
- 1.02 If the Tenant remains in occupation of the Premises after the expiration of the term without having validly signed a new lease with the Landlord, such omission of vacating the Leased Premises at the Termination Date will not constitute a tacit continuance or a extension of the present Lease. In such case, The Landlord may, at his sole discretion, consider that the Tenant did not leave the Leased Premises at the end of the Lease period and, in this case, the Landlord may exercise all his rights in accordance with the laws, or may choose to interpret such omission to vacate the Leased Premises as a month to month rental, subject to all the terms and conditions of this Lease, except as to its duration and the amount of Rent and Additional Rent which will then be double that from which they were during the last year of the Term of Lease or any Option hereof.
- 1.03 If the Tenant is not in default in his obligations to the Landlord, the Tenant will have **two (2) Option (s)** (herein referred to as "Option") of **five (5) years** to extend the Lease at the same terms and conditions except for the Rent and Additional Rent which will be **at a rate to be negotiated**. The Tenant must notify the Landlord, in writing, at least **three (3) months** before the expiry of the Term of Lease if the Tenant wishes to exercise said Option. The Landlord will then have a period of fifteen (15) days to advise the Tenant of the new rental rates and the parties hereto will have to agree on the new rentals at least thirty (30) days before the Termination Date of the Lease. If there is no agreement, the present Lease will terminate as herein stipulated on the Termination Date.

	
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1.04 Notwithstanding these presents, the Tenant may occupy the Leased Premises as of the signing of the present Lease by both parties (hereinafter referred to as the "Occupation Date"), at no cost until the Commencement Date.

**Section 2. DESCRIPTION OF PREMISES**

2.01 A certain space, as outlined in red and identified herein in Annex "A", having a gross leasable area as described below (herein referred to as "Leased Premises"):

LEASED PREMISES			
Floor:	<b>S</b>		(first level garage)
Suite number:	<b>S - 2</b>		
Wall area:	<b>178,00</b>		square feet Wall space
Proportionate share:	<b>0,30%</b>		(approximately)
Total square footage of the Building:	<b>60 323,00</b>		square feet

2.02 The Tenant hereby accepts said measurements as the final measurements for the Leased Premises.

**Section 3. RENT**

3.01 In consideration of the rental of the Leased Premises, the Tenant covenants and agrees to pay YEARLY to the Landlord at the following period (s) the following Rent (s):

RENT				
Based on a Wall area (s.f.) of:				<b>178,00</b>
YEAR	DATE		RENT	
	FROM	TO		\$ / ANNUAL
1	2003.03.01	2004.02.29	2,81 \$	500,18 \$
2	2004.03.01	2005.02.28	2,87 \$	510,86 \$
3	2005.03.01	2006.02.28	2,93 \$	521,54 \$
4	2006.03.01	2007.02.28	2,99 \$	532,22 \$
5	2007.03.01	2008.02.29	3,05 \$	542,90 \$

3.02 All rental payments will be payable annually in equal, consecutive payments in advance the first day of MARCH of each year without deduction or compensation of any kind.

3.03 The Goods and Services Tax (G.S.T.) and the Quebec Sales Tax (Q.S.T.) will be payable over and above the rentals stated herein.

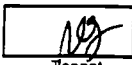
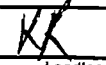
~~3.04 As of the Occupation Date and until the Termination Date or any Option thereof, the Tenant will deliver twelve (12) post dated cheques to the Landlord for the payments of Rent and Additional Rent for the up coming year.~~

All payments will be payable to the Landlord in Canadian Dollars, at its offices located at 4398 St-Laurent Blvd., Suite 104, Montreal (Quebec), H2W 1Z5, or at any other location or any other persons that the Landlord may from time to time reasonably request.

**Section 4. ADDITIONAL RENT**

The Operating Expenses and Property and School Taxes are included in the above stated Rent. However, the Tenant will be obliged and indebted to the Landlord for:

4.01 **Operating Expenses:** The Tenant will be obliged and indebted to the Landlord for his Proportionate Share of the **INCREASE**, based on the actual costs of the Year 2002 (herein referred to as the "Base Year"), of all the expenses incurred in the operation of the Property which include, but are not limited to: maintenance, repairs of any and all nature and of all systems, energy, supply of materials of any and all kind and of all systems, cleaning, cleaning of the windows, the garage, the landscaping, the insurance, the salaries of all employees working specifically for the Property with all benefits and the usual employer contributions, the tax on capital, administration costs, the management fees (representing 15 % of the Additional Rent),

	
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structural or otherwise foreseen or unforeseen, and any and all other costs that is customary to the proper maintenance of a property similar in size and quality (herein referred to as the "Operating Expenses"

- 4.02 **Property and School Taxes:** The Tenant will be obliged and indebted to the Landlord for his Proportionate Share of the **INCREASE**, based on the actual costs of the Base Year, of the property and school taxes (herein referred to as the "Property and School Taxes") .
- 4.03 **Surtax:** Notwithstanding the above, **the Tenant will be obliged and indebted to the Landlord for his full Proportionate Share** of the tax on non-residential properties (herein referred to as the "Surtax"), which Surtax is to be paid to the Landlord on demand.
- 4.04 The Tenant will be responsible for the payment of its Proportionate Share of all new taxes or impositions, of any nature whatsoever, that may be imposed by any government at any time during the Proposed Term of the Lease or of any Option (s) thereof.
- 4.05 At the beginning of each calendar year, the Landlord will estimate the projected increase of the costs herein above stipulated for the coming year and will advise the Tenant who will pay, the first day of each month without reduction or compensation whatsoever, one twelfth (1/12) of his Proportionate Share of said projected **increases**. At the beginning of each calendar year, the Landlord will advise the Tenant of the actual costs of the previous year and, as the case may be, the Tenant will pay the Landlord the balance owing or, the Landlord will reimburse the Tenant for the surplus paid by the Tenant during the previous year.
- 4.06 The Goods and Services Tax (G.S.T.) and the Quebec Sales Tax (Q.S.T.) are payable over and above the payments herein above stipulated in the present Section.
- 4.07 All payments described in the present Section will be referred to as Additional Rent.

**Section 5 : USE OF LEASED PREMISES**



- 5.01 The Tenant shall use and occupy the Leased Premises for the purpose of telephone central distribution and warehouse and for no other purpose. Nothing herein shall be interpreted as implicating that the present Lease is conditional on the Tenant obtaining the necessary occupancy licenses and/or permits for such use from such municipal, provincial or other authority. **The Owner hereby grants Telus Communications (Québec) Inc., the right to install, operate, repair, replace, maintain, improve and modify (collectively, "install and maintain") any appurtenances used to supply telecommunications services from its POP to its customers in the Building.**
- 5.02 The Tenant will have access to the Leased Premises twenty-four hours (24hrs) a day, seven (7) days a week. The Tenant will be obliged to use the loading docks and freight elevators, located at the rear of the Building, for the reception and delivery of merchandise and will advise the Landlord in advance should his requirements be after normal business hours. The Tenant will pay any additional costs that may be incurred by the Landlord for the use of said facilities after normal business hours plus the herein indicated administration fees.
- 5.03 ~~The heating, ventilation and air conditioning systems will be in operation during the following hours: from 07:00hrs to 22:00hrs every day except during the weekends and holidays.~~
- 5.04 Notwithstanding the Rent and Additional Rent payable in Sections 3 and 4 of these presents, **the Tenant will be responsible for the execution and cost of the cleaning of the Leased Premises.**

**Section 6 : CONDITION OF LEASED PREMISES**

- 6.01 **The Tenant herewith confirms that he accepts delivery of the Leased Premises in their present condition (AS IS) which implies that the Landlord is not responsible for any and all improvements or modifications to the Leased Premises and the Tenant confirms that he will assume all costs related to their improvement or modification. The Tenant hereby covenants that he will abide by all the procedures established in Section 11 herein.**

The Tenant will supply, at its cost and in good working condition, the heating, ventilation, air conditioning equipment and check meter and installations.

- 6.02 The Landlord will not be responsible to the Tenant should the Leased Premises not be available at the Commencement Date if such delay is caused by circumstances outside the reasonable control of the Landlord. The Tenant acknowledges that the Lease will remain in full force.

	
Tenant	Landlord
	Initials



**Section 7 : WATER TAX and BUSINESS TAX**

- 7.01 Notwithstanding the Rent and Additional Rent payable in Section 3 and 4 of these presents, the Tenant will pay, when due, all water and business taxes and other taxes, permits or similar remittances that can be imposed or charged on the Leased Premises or the business operated within, as well as all other taxes, permits or remittances that are or can be payable by the Tenant as Tenant or occupant of the Leased Premises. Should the method of collection of such taxes, permits or remittances be modified, in such a way that the Landlord or the owner, or both are responsible instead of the Tenant or if in accordance with the law, rules or other, the payment of these taxes, permits or remittances become the responsibility of the Landlord or if only one bill is issued encompassing all of the Property or an area greater than that which the Tenant occupies, the Landlord will proceed with the payments and the Tenant will reimburse the Landlord on demand as Additional Rent, the amount representing the benefit that such modification will have realised or, the Proportionate Share of the invoice, whichever case.

**Section 8 : DELETED**

**Section 9 : ASSIGNMENT AND SUBLETTING**

- 9.01 The Tenant may not assign, sublet or transfer the Lease or the Leased Premises or a part thereof other than to an affiliated company which approval is not required by the Landlord, or permit the use by a third party, without having beforehand obtained the written approval of the Landlord, which approval cannot be unreasonably refused. The Landlord will have a period of fifteen (15) days to reply to the Tenant's request and the Tenant shall not assume a tacit acceptance should the Landlord not reply within the above stated time period. The Landlord's refusal will be considered reasonable (without restraining the Landlord's rights to refuse other assignments or sublets for other reasonable reasons), when the assignee or the proposed sublessee is a tenant of the Building and that the Landlord disposes of or will dispose of sufficient space to lease in the Building within six (6) months of the request; when the use by the proposed assignee, sublessee or transferee is in conflict with existing exclusive rights to other tenants in the Building; when the proposed assignee, sublessee or transferee does not, in good faith, intend to physically occupy the Leased Premises or operate a business; when the proposed assignment, sublet or transfer is done prior to the Tenant having in good faith occupied or operated a business in the Leased Premises. The Landlord's approval to any assignment, sublet or transfer shall not constitute a renunciation of the present section and must not be interpreted as permitting other assignments, sublets or transfers. As an alternative to the approval (and without being obliged or without affecting its other rights), the Landlord will have the right to cancel this Lease without any compensation to the Tenant and at the Landlord's sole discretion as of the date of the proposed assignment, sublet or transfer was to take effect.
- 9.02 Notwithstanding any assignment, sublet or transfer, the Tenant will remain severely responsible with the assignee, sublessee or transferee, without benefit of division or discussion, for all payments of Rent and Additional Rent and for the execution of all the Tenant's obligations as stipulated herein.
- 9.03 The Tenant hereby agrees to supply to the Landlord the name, address and the nature of the business, as well as proof of credit worthiness of the assignee, sublessee or transferee as well as all the information relative to the terms and conditions of the assignment, sublet or transfer at least thirty (30) days before the date of execution. If the Landlord accepts the assignment, sublet or transfer, the Landlord's representative will prepare, at Tenant's cost, the documents of assignment, sublet or transfer which must be signed by the Tenant and the assignee, sublessee or transferee. Said costs will be two hundred and fifty dollars (250.00 \$) plus all applicable taxes and will be payable to the Landlord at the signing.
- 9.04 The Tenant will not advertise for assignment, sublet or transfer of the Leased Premises without the Landlord having beforehand approved in writing the proposed text; said approval will not be unreasonably withheld. The Landlord will not permit the advertisement of the rental rates.
- 9.05 The transfer or sale of the shares of the Tenant, if said Tenant is a corporation, which will change the effective control of the Tenant will be considered a sublet and will be subject to the terms and conditions of the present Section.
- 9.06 The Landlord shall have the right, at its sole discretion, to unilaterally cancel the present Lease without any compensation, indemnification or off-set to the Tenant, upon receipt from the Tenant a request to assign, sublet or transfer the present Lease.

	
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**Section 10 : TENANT RESPONSIBILITY**

- 10.01 Notwithstanding the Rent and Additional Rent payable in Section 3 and 4 of these presents, the Tenant shall maintain and repair, at its sole cost and expense, the Leased Premises, acting in a **reasonable manner**, including all the replacements (including but not limited to: doors, glass, switches, ceiling, lamps, fluorescents, ballasts, plumbing, heating, ventilation and air conditioning systems, etc.), additions, all modifications and improvements and will execute all repairs that may be required. At the end of the Lease and/or of its extension thereof, the Tenant shall deliver the Leased Premises to the Landlord in as good a condition as it was delivered to him save and except for normal wear and tear. Should the Tenant not respect this obligation, the Landlord may proceed with the maintenance and repairs of the Leased Premises and, the reasonable total costs of said maintenance and repairs incurred by the Landlord, plus administration fees of twenty percent (20 %), will be payable, on demand, by the Tenant to the Landlord, as Additional Rent.

**Section 11 : REPAIRS, ALTERATIONS, ADDITIONS and IMPROVEMENTS**



- 11.01 The Tenant may not make any improvements, alterations, additions or repairs to the Premises without the prior written consent of the Landlord which consent must not be unreasonably refused. In any event the Tenant must first obtain all necessary permits from the appropriate public authorities, and submit to the Landlord accurate working drawings and specifications for all such improvements, alterations, additions or repairs. All work will be done by contractors approved by the Landlord, which approval must not be unreasonably refused, but will be subject to the following conditions: that the contractors pay the costs of the temporary services during the construction work; that they perform and execute the work while respecting reasonable rules and regulations that the Landlord may have from time to time all of which is to be in accordance with accepted standards; that they maintain property and liability insurance in amounts which are to be acceptable to the Landlord in regards to the work that is to be performed in the Building and that copies of said insurance be forwarded to the Landlord prior to commencement of work.

Furthermore, the Tenant must require from the contractors, before they enter the Leased Premises and begin work, that they provide the Landlord with a written renunciation of a legal hypothec that could exist at that time or at a later date, for the work performed, to be performed or materials supplied or to be supplied in accordance with their contract. Furthermore, the contractors will be required to provide the Landlord with a written renunciation of a legal hypothec for any and all suppliers or sub-contractors that have or may supply materials or labour in accordance with their contract. Should the above not be forthcoming, the Tenant will be required to provide the Landlord with a bank guaranty representing an amount equivalent to all the contracts plus twenty-five percent (25 %), in consideration of which, the Landlord will waive the requirement for renunciations of legal hypothecs. The Tenant will be totally responsible for the costs of such alterations, modifications, additions and repairs and should the Landlord be required to make payments for the Tenant, the Landlord reserving his right to do so at its sole discretion, then said amounts paid by the Landlord will be immediately due and payable by the Tenant to the Landlord, plus administration fees of twenty percent (20 %) as Additional Rent.

- 11.02 All additions, alterations, modifications or repairs made to the Leased Premises (including the supply and installation of wall to wall carpeting) will become, when completed, part of the Leased Premises and the ownership of the Landlord and must be delivered with the Leased Premises at the end of the Lease or option thereof to the Landlord without compensation whatsoever to the Tenant. All under reserve that the Landlord may require the Tenant to remove, at Tenant's cost, the additions, alterations, modifications or repairs made to the Leased Premises before or during the Term of Lease or option thereof and return the Leased Premises to the Landlord in the same condition that they were originally, with the exception of normal wear and tear.
- 11.03 Tenant shall not be entitled to erect, place or install any sign, advertisement, notice, awning or electrical display on the exterior of the Building without first having obtained the written consent of Landlord and, should the Landlord give his consent, same shall be erected by Tenant at its sole expense, and in conformity with applicable laws, by-laws, ordinances and regulations.

**Section 12 : MAJOR REPAIRS**

- 12.01 Should the Landlord proceed with repairs, modifications, improvements or alterations to the Leased Premises or the Property or both (work for which the Tenant is not responsible according to this Lease) the Tenant will permit the execution of the work without having the right to any indemnity or reduction of Rent or Additional Rent, or any damage or compensation whatsoever. All such work will be performed by the Landlord within reasonable delays and their costs will be included in the Operating Expenses of the Property.

	
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**Section 13 : ACCESS TO LEASED PREMISES**

- 13.01 The Landlord, its agents and representatives may enter the Leased Premises at any time to make such verification of the condition of the Leased Premises or to make maintenance and repair work if necessary. The Landlord will be required to notify the Tenant by giving him a twenty-four (24) hour notice, except in emergency cases. The Tenant will be required to permit the visit of the Leased Premises, during normal business hours, to persons interested in leasing and/or purchasing the Property and/or underwriting the Property and/or for insurance purposes and/or for financing. The Tenant will, at all time, provide to Landlord with a set of keys.

**Section 14 : PROTECTION OF EQUIPMENT**



- 14.01 The Tenant is required to protect against damages to all the heating, ventilation and air conditioning equipment, water and gas pipes, electrical conduits, drains, toilets, sinks and plumbing accessories in and around the Leased Premises and keep them free of obstruction that may prevent their required use. The Tenant must promptly advise the Landlord in writing of any incident or deficiency of said equipment or accessories. All damages resulting from the improper use of the equipment or accessories will be the responsibility of the Tenant. Nothing in the present Section requires the Tenant to repair said equipment or accessories otherwise than as stipulated in the present Lease.

**Section 15 : COMPLIANCE WITH RULES, LAWS AND INDEMNIFICATION**

- 15.01 The Tenant will not perform or permit to be performed any acts in or about the Leased Premises or the Property, or bring or keep any object (s) which is (are) in conflict in any way with any consignment in case of fire, public security, health department or rules, regulations, status or ordinance of the municipality where the Property is located, the urban community (if such exists), or of any governmental authority having jurisdiction on the Leased Premises or the business being hereto operated, the Tenant hereby promising to respect and abide to said rules, regulations, status or ordinances.

The Tenant covenants and accepts to indemnify and hold harmless the Landlord of all penalties imposed or damages incurred by the Landlord for the non-respect of any and all rules, regulations, status or ordinances by the Tenant or of those for which he is responsible.

- 15.02 The Tenant must respect the rules and requirements of the Canadian Insurance Association or of any body representing them, and be in conformity with all insurance companies having whichever kind of insurance contract, covering the Property, including the insurance contracts against punishable or quasi-punishable liabilities. The Tenant will not, under any circumstances, bring or store in the Leased Premises or the Property any inflammable or explosive materials.
- 15.03 The Tenant will indemnify and hold harmless the Landlord against any and all responsibility, claims, damages or expenses resulting from any and all acts of negligence of the Tenant or its representatives, employees, agents, guests or assignee, in or about the Leased Premises, or for whatever reason, resulting from an infraction, violation or non-execution of any or all laws or clauses of this Lease by the Tenant or its representatives, employees, agents, guests or assignee including the responsibility for damages and bodily harm, or for the personal property of the Tenant's representatives, employees, agents, guests or assignee. Notwithstanding any contradicting disposition in the present Lease, such indemnification following an infraction, violation or non-execution, or damage, bodily harm, injury or death which may occur during the Term of Lease or any Option thereof will not cancel or put and end to the present Lease.

	
Tenant	Landlord
	Initials

**Section 16 : FIRE AND DESTRUCTION OF LEASED PREMISES**

- 16.01 In the event that the Property and/or the Leased Premises are destroyed or damaged by fire or other disaster, or partially destroyed or damaged, in such a way that the Landlord decides not to rebuild or renovate said Building, the Landlord may, within a ninety (90) day delay from the date of the fire or other, whether the Leased Premises are damaged or not, notify the Tenant in writing of his decision not to rebuild or renovate and to put an end to the Lease, as long as the Landlord's decision is not motivated by the possibility of increasing the Rent and Additional Rent or for reasons of discrimination against the Tenant. In such a case, the Lease will end immediately and the Tenant will immediately vacate the Leased Premises and any interest hereto and will pay the Rent and Additional Rent due up until the date of destruction of the Property and/or the Leased Premises or the date at which he renders the Leased Premises, whichever comes first. However, if the Landlord decides to rebuild the Property and/or the Leased Premises, the Lease will remain in full force and be applicable, and the Landlord will undertake to rebuild in a reasonable delay. In such a case, the costs of the Rent and Additional Rent will be reduced proportionately with the laps of time and the portion for which the Tenant will have been deprived of the use of the Leased Premises. Notwithstanding the above, if following such damage or destruction the Tenant cannot use the Leased Premises during a period of ninety (90) days beginning at the date of destruction, the Tenant may chose to cancel the Lease at the end of the ninety (90) days, and the Lease will end the ninetieth (90) day following the date of the destruction as long as the Tenant notifies the Landlord in writing fifteen (15) days before the date of expiration of the ninety (90) days. The Landlord will not be in any way responsible to the Tenant for any and all loss or damages incurred by the Tenant due to fire or other disaster.
- 16.02 If the Landlord decides to renovate or rebuild the Property and/or the Leased Premises, it is understood and accepted that the Tenant will be responsible for all the improvements that he will have made to the Leased Premises, that he will renovate and furnish the Leased Premises in a manner at least equivalent to that which existed before the date of destruction, even if the Landlord had been responsible for the construction of the Leased Premises at the date of the execution of this Lease.

**Section 17 : NON-RESPONSIBILITY OF LANDLORD**



- 17.01 Save and except for gross negligence on his part or the part of persons for which he is legally responsible, the Landlord will not be responsible for any damage, loss, injury or destruction of property or bodily harm, which may happen in or about the Leased Premises or the Property, nor for personal injury suffered by the Tenant, its representatives, employees, agents, guests or assignees, that may happen at any time or for any reason whatsoever. By these presents, the Tenant agrees to indemnify the Landlord for all costs, all loss, claims or demands relative to such damage, loss, injury or destruction. Notwithstanding the above, the Landlord will never be held responsible, save and except for gross negligence on his part or the part of persons for which he is legally responsible, for damages resulting from water, steam, rain or ice that may infiltrate or originate from or leak from pipes, the plumbing system, the sprinklers, the roof, the windows or any other part of the Property or any other place.
- 17.02 The Landlord will not be held responsible for the execution of any or all of the following obligations, nor for damages resulting from delays in the construction and/or completion of the Leased Premises, and/or the interruption or modification of any service or equipment furnished in the Building following a strike, seditious acts, labour disputes, accidents, energy or fuel failures, Acts of God, fire or other urgencies, or for any other reason that may be out of the Landlord's control. Such interruption will not be perceived as an obstruction to the Tenant's rights or a reduction of its right of peaceful enjoyment of the Leased Premises, nor can it make the Landlord responsible for damages and interest towards the Tenant or give the Tenant the right to claim a reduction in Rent or Additional Rent. Should any such interruption occur, the Landlord will forthwith take the proper measures to solve such problem.

**Section 18 : THEFT, BURGLARY**

- 18.01 Notwithstanding the previous Section, the Landlord, save and except for gross negligence on his part or on the part of persons for which he is legally responsible, will not be made responsible for damages of any nature whatsoever, inside or outside the Leased Premises, or to any property, furniture, accessory, equipment or merchandise, inventory merchandise, real value or installations belonging to the Tenant or its representatives, employees, agents, guests or assignees following a theft, a burglary or an act of violence of any nature whatsoever. The Tenant hereby absolves the Landlord of any and all responsibility or loss thereof.

**Section 19 : DEFAULT BY TENANT**

- 19.01 The Tenant will be in default in virtue of the present Lease, when:
- a) the Tenant does not pay to the Landlord any and all payment for Rent or Additional Rent after the due date, as stipulated in these presents, and when the Tenant has not remedied said fault after having received a five (5) day written notice;

	
Tenant	Landlord
Initials	


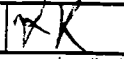
- b) if the Tenant is declared dissolved, bankrupt or liquidated, or makes an assignment for the benefit of its creditors or takes the benefit of any act that may be in force for bankrupt or insolvent debtors, other than a proposal accepted by the Landlord or the Landlord's creditors and ratified by the courts; or if a request is made to dissolve, liquidate or a reorganisation is made by or against the Tenant or if a trustee or a curator is named or takes possession of the Tenant's holdings or any part thereof;
- c) if the Tenant assigns, sublets or permits the occupation of the Leased Premises by other persons, except as herein stipulated;
- d) if an ordinance is issued against the assets of the Tenant, in conformity with a judgement rendered against the Tenant;
- e) if the Tenant does not take possession of the Leased Premises, or abandons them, stops his operations or leaves them vacant for a period exceeding thirty (30) days, being understood that it is an essential condition of this Lease that the Tenant occupy and operate his business on a continuous basis and that should the Leased Premises be abandoned it will cause serious prejudice to the Landlord;
- f) if an insurance contracted by the Landlord or another tenant of the Building should be annulled because of the nature of the business of the Tenant or because of any object (s) brought or stored in the Leased Premises by the Tenant;
- g) if the Tenant does not conform itself to any and/or all of its obligations in virtue of the present Lease;

any and all of these acts constitutes and will constitute a breach of an obligation in virtue of the present Lease and may result in the immediate cancellation of the present Lease, at the Landlord's absolute discretion. The Tenant will have a period of fifteen (15) days, following receipt of a written notice, to remedy the situation unless the default is that which is described in sub-section a) of the present Section. It is expressly understood that the cancellation of the Lease under the present Section is additional and without prejudice to all other rights stipulated herein or granted to the Landlord by law and, the Landlord will be permitted to take possession and lease the Leased Premises to anyone, at the Landlord's choice, without notice or additional notification necessary. The Landlord will have the right to claim all amounts due at the date of cancellation, all re-leasing expenses (including improvements, modifications, advertising costs, necessary repairs and commissions) from the Tenant as well as a Rent and Additional Rent amount equivalent to six (6) months following the date of cancellation, or for a longer period if the law permits, all such amounts being immediately due and payable. Afterward, the Tenant will have to pay to the Landlord, as liquidated damages, and until the end of the Term of Lease, an amount equivalent to the Rent and Additional Rent indicated in the Lease, less the sum (if such is the case) realised by the Landlord for the re-leasing of the Leased Premises.

The refusal or omission by the Landlord to avail itself of any disposition herein does not constitute an abandon or renunciation of any or all of its rights as established herein, the Tenant's obligations herein stipulated surviving the Term of Lease.

#### Section 20 : INSURANCE

- 20.01 During the Term of Lease and any Option thereof, the Tenant, at its sole cost, will insure and keep insured the Landlord and the Tenant against losses from damages to the property of the Tenant or sub-tenant or of any third party and will maintain :
- a) a general and public liability insurance policy, related to the type of business operated in or about the Leased Premises, as well as of the occupation and use of the Leased Premises, covering bodily harm, death and damage to property, for an amount of no less than one million dollars (1 000 000,00 \$) per occurrence, or of any other amount, as the Landlord may deem reasonable to request;
  - b) and, all property damage insurance, including fire, extended coverage, material damage, leaks from sprinklers or any other fire prevention system, collapsing of the building or flood, taking in account the furniture, equipment, inventory, and stored inventory, installations and improvements brought to property rented by lease and found in the Leased Premises, plate glass, store front plate glass and all other asset located in or about the Leased Premises, including all the electrical, mechanical and plumbing systems (or part thereof) installed in the Leased Premises by the Landlord.
- 20.02 Each of these general and public liability insurance policies will contain a several interest clause between the Tenant and the Landlord. All other insurance contracts stipulated above will have to mention a renunciation to a subrogation right that the Tenant's insurers may have against the Landlord, the Landlord's insurers as well as the persons under the care of and/or control of the Landlord.

	
Tenant	Landlord
Initials	



- 20.03 The Tenant will be required to pay to the Landlord any and all additional insurance that the Property insurer or insurers may require due to the nature of the Tenant's business, or for any object brought into or stored in the Leased Premises by the Tenant, its representatives, agents or other, or for his operations. The Tenant will further be required to protect and indemnify the Landlord against any and all claims made by other tenants of the Building, following the increase of their insurance policies for the reasons cited hereinabove.

The Tenant cannot under any circumstances bring or store in the Leased Premises objects that can bring forth the cancellation of the insurance contracts of the Landlord or of one of the tenants in the Building.

- 20.04 All insurance contracts must stipulate that they cannot be cancelled or end, unless the Landlord is notified in writing at least thirty (30) days prior to the cancellation or expiry. The Tenant hereby abandons and renounces any and all claims against the Landlord and the persons for which the Landlord is legally responsible, in accordance with the events for which the Tenant undertakes to insure himself against. As of the date of Occupancy and at each and every anniversary thereof, the Tenant will deliver to the Landlord original copies of all insurance policies.
- 20.05 The Tenant hereby covenants that should he fail in his obligation to take and keep in force such insurance policies, that he will be in default with the conditions of this Lease and, the Landlord will have the right, at its sole discretion, to contract such insurance policies, providing he notifies the Tenant three (3) days prior. In such a case, the Tenant will be required to reimburse the Landlord immediately for the cost of said insurance contracts, plus an administration fee of twenty-five percent (25 %), as Additional Rent.

**Section 21 : ADDITIONAL CLAUSES**

- 21.01 The following forms an integral part of the present Lease:


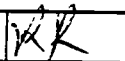
- a) **Landlord's discharge:** The Landlord will be, and by these presents will entirely be, freed and discharged from any and all engagement or obligation required by the Landlord herein, should the Property be sold once or several times, or should it be leased; as long as such purchaser or landlord assumes and acquits itself of all of the Landlord's engagements and obligations herein.
- b) **Amendments to the Lease:** To be valid all agreement or acknowledgement to changes or renunciations to a part of the Lease hereof will require being written by the Landlord, signed by the parties hereto and attached or included to the Lease. The Landlord will not be able to cancel an engagement or a term of the present Lease in favour of the Tenant without having beforehand obtained the Tenants written renunciation to such engagement or term, unless the Lease stipulates otherwise. The Landlord's tolerance or indulgence to any action whatsoever will not constitute a renunciation to the engagements, terms or obligations to be respected by the Tenant and, as long as the Tenant has not respected said engagements, terms or obligations, the Landlord will have the right to use any and all recourses provided in virtue of the present Lease or the law, in spite of such tolerance or indulgence.
- c) **Late payments:** The fact that the Landlord accepts post-dated cheques or a payment for Rent or Additional Rent after the due date must not be interpreted as permitting the Tenant to derogate from his obligations in virtue of this Lease that requires punctual payments of all of its obligations.

Any and all costs (including legal fees plus administrative fees of 15 % of said costs) incurred by the Landlord to collect any and all arrears will be promptly reimbursed to the Landlord by the Tenant upon receipt of invoice to that affect.

Any late payment by the Tenant and / or delivery of a cheque bearing the note *insufficient funds* will be considered a default under the terms of the present Lease and will be subject to administrative costs of one hundred and fifty dollars (150,00 \$) per default and to interest costs, compounded monthly, on the balance due, at an annual rate of eighteen percent (18,00 %) that will be due and payable to the Landlord as Additional Rent.

Failure or delay on the part of the Landlord to avail itself of any and all provisions in the present Lease shall not constitute a waiver or renunciation of any and all of its rights provided herein. All of the Tenant's obligations stated in the present Lease shall survive the Termination Date or sooner / or later termination of the Lease.

- d) **Successors, gender, headings:** All the obligations contained in this Lease will be to the benefit of the Landlord, his successors, heirs and assigns and will bind the Tenant, his successors, heirs, legal representatives, administrators, executors and assigns. If there is more than one Tenant, all herein clauses will be construed as several, and when we refer to the Tenant while using the masculine and/or singular, it will be interpreted that it will also include the feminine and/or neuter, as well as the plural. All headings herein have been placed to facilitate the reading of the present document and are not to be regarded as accurate.
- e) **Brokerage fee:** In order to consider the present Lease agreement as completed, the Tenant hereby represents and covenants that no broker, agent or other intermediary has put the parties in contact or has

	
Tenant	Landlord
	Initials

negotiated or intervened in the negotiations or the conclusion of this Lease. The Tenant agrees to indemnify and hold harmless the Landlord from and against any claim or compensation claimed by any party claiming to have dealt with Tenant in the negotiation and/or making of this Lease.

- f) **Notices:** All notices or requests issued by either party to the other will be considered as duly received when personally delivered to the other party, or received after three (3) days when sent by registered mail at the address herein stipulated, unless there is a delay due to a postal strike for reasons of union conflicts. *The Tenant elects domicile at :*

Bertrand Marcoux  
Telus Communications (Québec) Inc.  
160 rue des Négociants  
Bureau ROC - 10  
Rimouski (Québec) J5L 7E4  
Tel: 418 722-5988  
Fax: 418 721-2133

*and the Landlord elects domicile at:*

ANTREV management & consulting Inc.  
4398 St-Laurent Boulevard  
Suite 104, Montreal (Quebec) H2W 1Z5  
Tel : 514 499-1997  
Fax : 514 499-2004

or at any other address that the Landlord may give notice to concerning the reception of all notices relating to the present Lease, procedures, judicial writs, or other legal documents relative to civil law-suits or to procedures.

- g) **Publication of Lease:** The Lease may not be published in full but may be published by memorandum and must not mention any Rent or Additional Rent terms, and only after the memorandum content has previously been approved by the Landlord or its legal counsel. All costs of which, including preparation, publication cost and the Landlord's copy, will be paid by the Tenant. Should a memorandum of this Lease be published, the Tenant will, at the end of the present Lease or any Option thereof, insure that the publication has been removed, failing which the Landlord will proceed forthwith to said removal and the costs will be charged to the Tenant.
- h) **Due dates:** All payments due to the Landlord by the Tenant as herein prescribed are payable when due, as well as the Additional Rent.
- i) **Previous agreement:** The present Lease cancels and replaces any other agreement, offer, counter offer, lease, written and/or verbal, between the Landlord and the Tenant concerning the Leased Premises.
- j) **Autonomy of the dispositions of this contract:** Should any clause or disposition contained herein be declared invalid, such invalid clause or disposition will not render or affect in any way the validity of all the other clauses and dispositions of the present Lease and/or does not represent a motive for a lawsuit by one or the other party against the other party.

#### Section 22 : MORTGAGES AND SUBORDINATION

- 22.01 This Lease and all the rights of the Tenant herein shall be subject and subordinate at all times to any and all master lease, mortgages, hypothec, liens or deeds of trust affecting the Property which have been executed or which may at any time hereafter be executed, and any and all extensions and extensions thereof and substitutions thereof.
- 22.02 The Tenant hereby agrees and accepts that should the Landlord as Landlord in virtue of any master lease fail to conform to the dispositions, or if for reasons of a non respect of its obligations in virtue of a mortgage, a hypothec, lean or deed of trust to which this Lease is subordinated, the Landlord loses his title as Landlord and that the master lease is renewed with the Landlord in virtue of such master lease or to the purchaser of the Property, following a legal procedure taken in virtue of such mortgage, hypothec, lean or deed of trust, the Tenant recognises such landlord, or purchaser as Landlord in virtue of the present Lease.
- 22.03 The Tenant hereby renounces to any disposition or legislative act or any rule of law in force at the signing of this Lease or thereafter permitting him or leaving him to believe that he can cancel this Lease or vacate the Leased Premises should a legal procedure be taken against the Landlord in virtue of any master lease, or if any law suit is undertaken in virtue of such mortgage, hypothec, lean or deed of trust. The Tenant covenants that this Lease will not be affected in any way by any and all such procedure.

- 22.04 At the request of the Landlord, the Tenant will supply to the Landlord, in virtue of any master lease and /or creditor in virtue of any mortgage, hypothec, loan or deed of trust, a written Estoppel Certificate confirming that the present Lease is in full effect and that the Landlord has respected all of its obligations hereto (or indicating the obligations which he has not respected) as well as any and all other written declaration, document or certificate requested by such a creditor.

**Section 23 : RELOCATION**

- 23.01 The Landlord may, at any time after the signing of this Lease, substitute the Leased Premises for other space situated in the Building (herein referred to as "New Space") in which case the New Space will be considered herein as the Leased Premises, provided that:
- a) the New Space be similar in surface as well as in their convenience to the Leased Premises for the purpose for which they were rented;
  - b) if the Tenant already occupies the Leased Premises, the Landlord will assume the costs for moving the Tenants equipment and furniture to the New Space and such a move will be done at a time and in a way that will the least disturb the Tenant's business operations;
  - c) if the Tenant already occupies the Leased Premises, the Landlord will be required to give the Tenant a thirty (30) day written notice of such a relocation and if the Tenant has not yet occupied the Leased Premises the Landlord will be required to give the Tenant a fifteen (15) day notice of such relocation;
  - d) the Landlord will install, at its cost, in the New Space, such improvements that will be substantially equivalent to those that existed in the Leased Premises.

**Section 24: EXPROPRIATION**

- 24.01 If the whole or a substantial part of the Property is expropriated or taken in any manner for any public or quasi-public use or purpose or other purposes, this Lease shall terminate upon the date of taking of possession by the expropriating party and Landlord shall have no liability to Tenant of any nature, the whole without prejudice to any claims which Tenant or Landlord may have against the expropriating party. The Tenant will be responsible for the installation of a check meter for the Leased Premises.

**Section 25: ELECTRICITY**

- 25.01 Notwithstanding the Rent and Additional Rent payable in Sections 3 and 4 of these presents, the Tenant will be responsible for the cost of the electricity consumed directly in the Leased Premises as of the Date of Occupancy and until the end of the Term of Lease or of any extension thereof. The Tenant, at its cost, will install a check meter and will pay its electrical consumption, based on the said check meter readings annually to the Landlord.
- 25.02 The Tenant's demand for utilities shall never exceed the admissible capacity of the existing installed conductors. All conductors, check meters and special conduits used especially for the Tenant's equipment shall be supplied and installed by the Tenant at its own cost and subject to the conditions stipulated in Section 11 herein.

**Section 26: SPECIAL DISPOSITIONS**



- 26.01 The Rent indicated in Section 4 herein will be increased proportionately to the Tenant's client base in the Building, being understood that the Rent herein indicated is based on the Tenant having, at the signing of the Lease, Groupe Conseil BPR as its sole client in the Building.

**Section 27: ENVIRONMENTAL COMPLIANCE**

- 27.01 The Tenant shall comply with all environmental laws, ordinances, rules, regulations, requirements, orders and directives, whether existing or hereinafter enacted from all governmental authorities having jurisdiction over the Leased Premises (herein referred to as "Environmental Laws"). The Tenant's obligations to comply with Environmental Laws shall survive the Termination Date or sooner termination of the Lease.

**Section 28: LAW**

- 28.01 The present Lease and/or its extension (s) and/or its amendment (s) shall be subject to the laws of the Province of Quebec and Canada.

	
Tenant	Landlord
Initials	

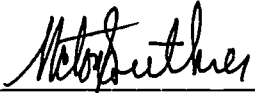
**Section 29: LANGUAGE**

29.1 The parties hereto have requested that this Lease, its extension (s), amendment (s) as well as any notice, document, or proceeding relating to same be drawn up in English; *Les parties aux présentes ont requis que le présent Bail, son (ses) renouvellement (s), amendement (s) ainsi que tout autre avis, documents ou procédures s'y rapportant soient rédigés en Anglais.*

**ACTING IN GOOD FAITH** the Tenant confirms having negotiated, read and understood the clauses and obligations of the present Lease, and consequently the present Lease does not constitute a contract of adhesion.

Signed at Rimouski, Province of Quebec this 07<sup>th</sup> day of February 2003.

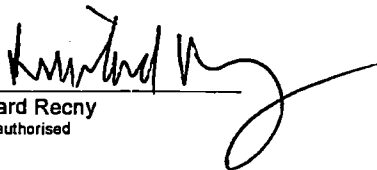
**Telus Communications (Quebec) Inc. (Tenant)**

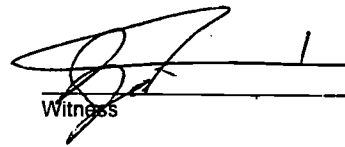
Per:   
Victor Gauthier  
Duly authorised

\_\_\_\_\_  
Witness

Signed at New York, State of New-York this 14<sup>th</sup> day of February 2003.



**Ampere Nova Scotia Company (Landlord)**

Per:   
Richard Recny  
Duly authorised

  
\_\_\_\_\_  
Witness

**ANNEX "A"**  
**Leased Premises**

Location to be as stated in 'Plan de Localisation' Projet : PTQ-91093, pages 1 to 9 prepared by C3F Consultants Inc. and dated 2002.12.12.

	
Tenant	Landlord Initials



**ANNEX "B"**

**LANDLORD'S WORK**

Nil

**TENANT'S WORK**

All improvements or work to be performed in the Leased Premises are to be at the Tenant's sole cost and expense. The Tenant hereby covenants to respect all the terms and conditions stipulated in Section 11 herein.

	
Tenant	Landlord
Initials	