

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

STARTEK INC

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U.S. Securities and Exchange Commission
Washington, D.C. 20549

Form 8-K

Current Report

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 29, 2005

STARTEK, INC.

(Exact name of Registrant as specified in its charter) }

DELAWARE

1-12793

84-1370538

(State or other jurisdiction of
incorporation or organization)

(Commission File Number)

(I.R.S. Employer Identification No.)

100 Garfield Street, Denver, Colorado 80206

(Address of principal executive offices; zip code)

(303) 399-2400

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01. Entry Into a Material Definitive Agreement

New Facility Leases

On December 29, 2005, StarTek Canada Services, Ltd. (StarTek Canada), a subsidiary of StarTek, Inc., entered into a facility lease agreement with The Corporation of the City of Thunder Bay (Thunder Bay Corp.) to lease approximately 33,000 square feet of space in Thunder Bay, Ontario, Canada. Base rental payments of approximately \$182 thousand Canadian per year plus taxes and other fees, currently estimated to total approximately \$143 thousand Canadian per year, are due monthly in equal installments. StarTek, Inc. has guaranteed the payments under this lease agreement in the event of default by StarTek Canada. The lease provides for an initial term of seven years commencing April 1, 2006 and StarTek Canada has the option to extend the lease term for two additional periods of three years each under the same terms and conditions as the original lease except that the base rent will be adjusted to approximately \$139 thousand Canadian plus taxes and other fees.

Also on December 29, 2005, StarTek Canada entered into a facility lease agreement with Agers Holdings, Ltd. (Agers Holdings), to lease approximately 41,000 square feet of space in Hawkesbury, Ontario, Canada for base fixed rent of approximately \$277 thousand Canadian plus taxes and other fees of \$84 thousand Canadian per year, payable in equal monthly installments. The lease commences on April 1, 2006, for a term of 6 years. StarTek Canada has the option to extend the lease term for two additional periods of three years each under the same terms and conditions as the original lease except that the base rent will be adjusted to approximately \$185 thousand Canadian.

StarTek will use the leased premises under both new leases as call centers to provide business process management services.

Accelerated Vesting of Stock Options

The Board of Directors of StarTek, Inc. (the "Board of Directors") has approved the amendment of certain options outstanding under the StarTek, Inc. Stock Option Plan wherein all options with an exercise price of \$21.80 and above were accelerated and vested immediately, effective December 30, 2005. This action resulted in accelerating the vesting on 143,860 previously unvested employee stock options with a weighted average exercise price of \$28.92 per share. Of the 143,860 options that were accelerated on December 30, 2005, 112,500 options with a weighted average exercise price of \$28.34 per share were held by executive officers of StarTek, Inc. The purpose of this action was to eliminate future compensation expense that StarTek, Inc. would otherwise have recognized upon implementation of Statement of Financial Accounting Standards Number 123R (SFAS 123R), *Share-Based Payment*, which would require the company to expense the fair value of employee stock options over the period during which employees are required to provide services in exchange for equity instruments. The Board of Directors believe that it is in the best interest of shareholders to minimize future compensation expense associated with stock options upon the adoption of SFAS 123R.

ITEM 9.01 Financial Statements and Exhibits

10.63 Facility lease agreement between StarTek Canada Services, Ltd. and The Corporation of the City of Thunder Bay

10.64 Facility lease agreement between StarTek Canada Services, Ltd. and Agers Holdings, Ltd.

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

STARTEK, INC.

Date: January 5, 2006

By: /s/ Rodd Granger

Rodd Granger

Executive Vice President and Chief Financial Officer

Exhibit Index

- 10.63 Facility lease agreement between StarTek Canada Services, Ltd. and The Corporation of the City of Thunder Bay
- 10.64 Facility lease agreement between StarTek Canada Services, Ltd. and Agers Holdings, Ltd.

MCKELLAR MALL
THUNDER BAY, ONTARIO
COMMERCIAL LEASE

THIS LEASE, made and entered into this 29 day of December, 2005, among THE CORPORATION OF THE CITY OF THUNDER BAY, an Ontario, Canada municipal corporation, referred to in this Lease as the "the Landlord" and STARTEK CANADA SERVICES, LTD., an operating Subsidiary of StarTek, Inc., referred to in this Lease as "the Tenant", and STARTEK, INC., referred to in this Lease as the "Guarantor".

The Landlord, for and in consideration of the covenants and agreements set out in this Lease, to be kept and performed by the Tenant, demises and leases to the Tenant, and the Tenant accepts and rents from the Landlord, the Premises for the Term, at the rental and upon the terms and conditions set out in this Lease.

INTERPRETING THIS LEASE:

DEFINITIONS: Wherever a term set out below appears in the text of this Lease in capital letters, the term shall have the meaning set out for it in this Section or in Schedule "B", as applicable. Wherever a term below appears in the text of this Lease in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- (a) ADDITIONAL RENTAL means the amounts set out in Section 4.
 - (b) BUILDING means the building within which the Premises exist. It is a multi-tenanted "shopping mall" facility, with common areas and tenants other than the Tenant. The building known as "McKellar Mall" is contiguous with another shopping mall known as "Victoriaville Mall", and to many, the two are one, and the more commonly referred to name is the "Victoriaville Mall". However, the two buildings and properties are separately operated and managed, and were separately constructed, with separate heating systems, etc. Where this lease refers to common space and Common Areas for the purposes of shared costs, it is referencing space within McKellar Mall only - and not within Victoriaville Mall.
 - (c) COMMON AREAS include: the parking areas, ingress, egress and access roads and drives, sanitary sewers and utility lines, interior and exterior walkways and sidewalks, landscaped and planted areas of the lands surrounding the Building, aisleways within the Building, and other facilities designed for use in common by occupants of the Building and their agents, employees, customers, invitees and licensees.
 - (d) COMMON AREA COSTS has the meaning set out in Section 4(d) of this Lease.
 - (e) DEFAULT occurs in the circumstances outlined in Section 19 of this Lease.
 - (f) EXTENSION TERM has the meaning set out in Section 2.1 of this Lease.
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- (g) The GUARANTOR means StarTek, Inc., the parent corporation of the Tenant.
 - (h) HVAC means heating, ventilation and/or air conditioning systems and equipment.

- (i) The LANDLORD means The Corporation of the City of Thunder Bay. Where the context permits, the term includes its servants, agents and employees.
- (j) LEASE means this agreement, as amended from time to time in accordance with its provisions, and the term includes all recitals and schedules, which all form integral parts of this Lease. At the time of execution of this Lease, it had three (3) Schedules, as follows:
- SCHEDULE "A": Depiction of the Premises
SCHEDULE "A-1": Depiction of the Parking Areas
SCHEDULE "B": Detail with respect to the Work
- (k) LEASEHOLD IMPROVEMENTS means all alterations, improvements and installations to be constructed or installed by Landlord or Tenant in the Premises.
- (l) PARTY means any one of the Landlord, the Tenant, or the Guarantor, as the case may be. PARTIES means both the Landlord and the Tenant, or, in circumstances where the Landlord has evoked the guarantee provisions, both the Landlord and the Guarantor.
- (m) PARKING AREAS means the four hundred (400) parking spaces detailed in Schedule "A-1", made available by the Landlord for exclusive use by the Tenant during the Term.
- (n) PREMISES has the meaning set out in Section 1.
- (o) RENTAL is the amount set out in Section 3, and in applicable circumstances, Section 14.
- (p) RENTAL COMMENCEMENT DATE means April 1, 2006 or as extended under clause 3 of Schedule "B".
- (q) The TEMPORARY SPACE means the space described and detailed in Section 2B of this Lease.
- (r) The TENANT means StarTek Canada Services Ltd. Where the context permits, the term includes its servants, agents and employees.
- (s) The TERM means the seven year period referenced in Section 2 of this Lease.
- (t) The WORK means the work required to the Premises and Building to make them suitable for the Tenant. The Work is divided into the "Landlord's Work" and the "Tenant's Work". The Landlord's Work is further divided into Work the Landlord will undertake, and "Work to be performed by the Tenant on behalf of the Landlord".

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INTERPRETATION:

- (a) The captions, article and section names and numbers appearing in this Lease are for convenience of reference only and have no effect on its interpretation.
- (b) All provisions of this Lease creating obligations on either Party will be construed as covenants.
- (c) This Lease is to be read with all changes of gender or number required by the context.

- (d) The words "include", "includes" and "including" are not to be read as limiting the words or phrases which precede them.
- (e) All dollar figures within this Lease are expressed in Canadian currency.
- (f) The execution of the Lease by each Party constitutes a covenant that each is fully authorized by law to undertake this Lease and all of its obligations with respect to this Lease in the Province of Ontario, Canada.

1. DEMISED PREMISES. The Premises demised and leased under this Lease consist of the building and land described as follows, to wit:

Approximately thirty three thousand (33,000 ft²) square feet, exact size to be confirmed, located at 125 Syndicate Avenue South, Thunder Bay, Ontario, Canada, and commonly known as "McKellar Mall", owned and operated by the Landlord. The Premises are comprised of Units 19 through 35, inclusive, in McKellar Mall. (The Premises are depicted on Schedule A.)

2. TERM OF LEASE. This Lease shall have a term of seven (7) years, commencing on the Rental Commencement Date. Subject to Section 2A, the Tenant shall have access to the Premises for the purpose of commencing the Work on January 3, 2006.

2A RELOCATION OF EXISTING TENANCIES: The Tenant acknowledges that the Premises, at the time of execution of this Lease, was partially vacant and partially occupied (in Units 19, 28 and 34) by other tenants. The Landlord has committed to providing the Tenant with vacant possession of all of the Units that comprise the Premises on or before January 3, 2006.

2B TEMPORARY SPACE: The Landlord agrees to provide space within McKellar Mall, outside the Premises, to accommodate training operations of the Tenant. The Parties have agreed that Units 9 and 10 within McKellar Mall are suitable as the Temporary Space referenced. The Landlord will not charge the Tenant any rental or utilities for use of the Temporary Space, but the Tenant shall insure the premises at its sole cost. The Tenant acknowledges having examined the Temporary Space and agreed to its suitability. The Tenant accepts the Temporary Space on an "as is" basis for its purposes. The Landlord agrees to allow the Tenant to make whatever cosmetic or nonstructural changes it needs or wishes to make to the Temporary Space. The Temporary Space is available to the Tenant any time after January 3, 2006, and can continue to be used and occupied by the Tenant until July 7, 2006. Prior to occupancy, the Tenant shall provide the Landlord with satisfactory evidence of insurance covering the Temporary Space which is in form and content acceptable to the Landlord. When the Tenant relinquishes the Temporary Space to the Landlord, it will, at the Landlord's option, restore the Temporary Space to its original condition when delivered to Tenant, and shall surrender the Temporary Space to the Landlord in good condition, reasonable wear and tear excepted. During the time period that the Tenant has possession of the Temporary Space, the Landlord shall supply the Tenant with power, lighting, heating or cooling (as necessary) to accommodate the use the Tenant puts to the Temporary Space. All costs associated with the use of these utilities shall be borne by the Landlord.

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2.1 OPTION TO EXTEND: Provided that the Tenant is not then in Default of any of its obligations under this Lease beyond any applicable period of notice and/or cure, the Tenant shall have the option to extend the Lease term for two (2) additional periods of three (3) years (each an "Extension Term").

The Extension Terms shall be upon the same terms and conditions contained in the Lease for the initial term except the Rental shall be adjusted as set forth in Section 2.1A, and there shall be no further option to extend beyond the second Extension Term. The Tenant shall exercise its option to extend the Term by delivering to the Landlord, no later than three (3) months prior to the expiration of the initial Term (or the first Extension Term, as applicable), written notice of the Tenant's desire to extend the Term. Landlord, as a courtesy to Tenant, will send a reminder notice four (4) months prior to expiration of initial Term and first Extension Term. Unless the Landlord otherwise agrees in writing, and so long as Landlord has issued the reminder notice outlined in this Section, the Tenant's failure to timely exercise the option shall waive it and any succeeding option. If the Tenant properly exercises its option to extend, the Landlord and the Tenant shall execute an amendment to the Lease reflecting the terms and conditions of the Extension Term.

- 2.1A RENTAL FOR EXTENSION TERMS: The Rental for the Extension Terms shall be four dollars and twenty cents (\$4.20/ft(2)) per square foot. The Rental and Additional Rental during Extension Terms shall be paid at the same time and in the same manner as provided in the Lease.
- 2.2 EXPANSION SPACE: The Landlord grants to the Tenant a right of first refusal on any other vacant space available now or in future within McKellar Mall. The Landlord shall, prior to renting any space to any other prospective tenant, provide the Tenant with notice of the details of the prospective lease, and allow the Tenant the option to rent that same space on the same terms and conditions offered by that prospective tenant. Should the Tenant wish to accept the additional space, a lease for that space shall be executed by the Parties within fifteen (15) days of the date that the Tenant receives the notice required pursuant to this Section 2.2, otherwise it shall be considered to have waived its option to lease the additional space. Despite this, the Parties can mutually agree to extend the fifteen (15) day requirement, provided they do so in writing in a document executed by both Parties.
3. RENTAL: The Tenant shall pay to the Landlord as Rental for the Premises the sum of five dollars and fifty cents (\$5.50/ft(2)) per square foot of the Premises, per year, payable in equal monthly installments. The Rental, calculated at a monthly rate, shall be due on the first (1st) day of each and every month throughout the term of the Lease without demand. The Rental to be paid under this Lease shall be made payable to The Corporation of the City of Thunder Bay, Realty Services Division, at the delivery address noted in Section 17. Electronic payment (debit) services are available and are the Landlord's preferred payment terms where possible.

During both the Term and any Extension Terms, the Rental includes the use of the Parking Areas as set out in Section 5.1 and Schedule "A-1".

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- 3.1 INTEREST ON OVERDUE RENTAL: Without waiving any right of action of the Landlord in the event of Default of any payments of Rental or Additional Rental due to the Landlord pursuant to this Lease, in the event that the Tenant is delinquent in payment of any Rental or Additional Rental for thirty (30) days or more, the Tenant agrees to pay interest on the arrears at a rate equal to the rate that the Landlord pays to its bank on indebtedness, plus one and one half (1.5%) per cent per year, retroactive from the date the amount was due and payable, until it is actually paid. The Landlord will provide evidence to the Tenant and/or the Guarantor to substantiate the interest charged by its bank.

3.2 COVENANT TO PAY RENTAL AND ADDITIONAL RENTAL: The Tenant agrees to pay the Rental and Additional Rental at the times and in the manner prescribed in this Lease, without any abatement or deduction.

4. ADDITIONAL RENTAL: The Tenant agrees to pay as Additional Rental all of the expenses outlined in (a) through (f) below.

(a) Repairs: The Tenant shall keep, maintain in good working order, and repair the Premises at its sole expense. The term "repair" includes "replace", where necessary. The Tenant shall supply at its own expense all materials required to meet its commitment in this regard, including replacement light bulbs for the Premises. Despite this requirement, it is understood and acknowledged that the following repairs, maintenance and replacements are the Landlord's responsibility to undertake at its expense:

- i) the HVAC system, excepting any Premises-specific HVAC system elements installed as part of the Tenant's Work;
- ii) the Building, including its roof, foundation, and exterior walls, primary electrical service to the point of entry to the Premises, primary plumbing services to the point of entry to the Premises; and
- iii) the Common Areas.

Additional Rent payable by the Tenant for repairs and maintenance under this Section 4(a) shall be paid by the Tenant as and when it falls due. Should the Landlord not fulfill its repair obligations under this Section the Tenant may, after providing Landlord five (5) days written notice, "repair" the Premises at its expense and deduct the amount of those expenses from Rent amounts due to the Landlord.

(b) Pro-Rata Share of Landlord's Insurance: The Landlord shall maintain fire and extended coverage insurance (or other special broad form coverage) covering the Building in the same manner as it contracts for insurance for its other owned and occupied buildings.

During the term of this Lease, as Additional Rental, the Tenant shall pay its pro rata share of the premiums for the insurance to be maintained by the Landlord in accordance with this Section 4(b). That pro rata share will be computed pursuant to the terms of this Lease. Additional Rental payable by the Tenant for insurance under this Section 4(b) shall be paid by the Tenant in accordance with Section 4(d).

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(c) Tenant's Insurance: The Tenant shall at all times during the Term, at its expense, maintain fire and extended coverage insurance on its fixtures, equipment, merchandise and other personal property in or upon the Premises for its full insurable value on a replacement cost basis, and its own policy of liability insurance meeting the requirements of this Section.

The Tenant may acquire any business interruption insurance the Tenant desires. Additional Rental payable by the Tenant for premiums for insurance required under this Section 4(c) shall be paid by the Tenant when due in accordance with the Tenant's own insurance contracts.

Insurance Specifications: The Tenant shall obtain and maintain in good standing comprehensive general liability insurance acceptable

to the Landlord and subject to limits of not less than five million (\$5,000,000.00) dollars inclusive per occurrence for bodily injury, death and damage to property, including loss of use of property. This insurance coverage shall not be subject to a deductible limit in excess of one thousand (\$1,000.00) dollars and shall name the Landlord as additional insured, but only for liability arising out of the operations of the Tenant on the Premises.

The comprehensive general liability insurance shall include coverage for:

- i) premises and operations liability;
- ii) products or completed operations liability;
- iii) blanket contractual liability;
- iv) cross liability;
- v) contingent employers' liability;
- vi) personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy; wrongful eviction or wrongful entry; and
- vii) liability with respect to non-owned licensed motor vehicles.

All insurance policies shall contain an endorsement to provide all named insured with a thirty (30) day written notice prior to notice of changes and cancellations.

The Tenant shall also provide, at its own expense, tenant's legal liability insurance. The Tenant shall take out and keep in force during the Term, all risk tenant's legal liability insurance in an amount of not less than seventy five thousand (\$75,000.00) dollars.

Evidence of insurance satisfactory to the Landlord shall be provided prior to the Rental Commencement Date. If requested by the Landlord, certified copies of the above-referenced policies must be provided periodically as requested by the Landlord.

The Tenant covenants that the Tenant will not do or permit to be done any act or thing which may void or make voidable any insurance the Landlord may be carrying itself on the Building and any surrounding areas or adjacent buildings owned by the Landlord, or any part of them, and will not do or permit to be done any act or thing which may cause any increased or additional premium to be payable for that insurance.

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- (d) The Tenant's Pro-Rata Share: As Additional Rental for the Term and any Extension Term, the Tenant agrees to pay its pro-rata share of Common Area Costs. Common Area Costs include: all of the Landlord's costs and expenses of every kind and nature incurred for operating, managing, equipping, lighting, decorating, repairing, securing, cleaning, providing security, insuring (as noted in Section 4(b)), and maintaining the Common Areas, keeping the main entrances to the Building cleaned of snow, ice, and water and providing liability insurance on them, paying all taxes associated with them, plus administrative costs equal to fifteen (15%) per cent of

all other Common Area Costs. It is understood that the Landlord may cause any or all of the Common Area services to be provided by an independent contractor or contractors. The Common Area Costs shall be estimated for the year, and calculated on a monthly basis for payment, and shall be paid by the Tenant monthly in the estimated amount, at the same time as the Tenant pays the Rental.

- (e) Pro-Rata Fraction: The Tenant's pro-rata share shall be a fraction of the Common Area Costs, the numerator of which shall be the number of square feet representing the area of the Premises, and the denominator of which shall be the number of square feet representing the total useable retail and/or office area in the Building. The numerator shall be agreed upon by the Landlord and the Tenant after completion of the Work has finally delineated the size of the Premises, based upon Building Operators and Managers Association ("BOMA") Standards, certified by an Ontario Land Surveyor or Architect.
- (f) Payment as Estimated Amount: The Tenant's pro-rata share of the Common Area Costs shall be paid in advance in monthly installments on the first day of each calendar month commencing on the Rental Commencement Date. The estimate of the Common Area Costs shall, to the extent possible, be based upon the actual Common Area Costs for the preceding calendar year, adjusted to reflect reasonably anticipated increases or decreases in operating costs and expenses. The Landlord's substantiated written estimate of the Common Area Costs for each calendar year shall be given to the Tenant on or before the Rental Commencement Date and, throughout the term of this Lease (including Extension Terms), on or before the anniversary date of the Rental Commencement Date.
- (g) Adjustments to Payments Made: On or before April 1 of each year during the Term or any Extension Terms, excepting the first year, the Landlord shall provide the Tenant with a substantiated statement showing in reasonable detail the actual Common Area Costs paid or incurred by the Landlord in the preceding calendar year. This statement will be prepared by the Landlord in accordance with generally accepted accounting practices and procedures. Within thirty (30) days of the date that the Tenant receives the statement, the Tenant shall (where the actual Common Area Costs exceed the sum paid to the Landlord in the past calendar year for Common Area Costs), pay the Landlord an amount to cover the difference between the Common Area Costs paid pursuant to the estimates from the prior year and the actual Common Area Costs shown on the statement. Within thirty (30) days of the date that the Tenant receives the statement, the Landlord shall (where the Common Area Costs paid by the Tenant during the past calendar year exceed the actual Common Area Costs incurred by the Landlord), pay the Tenant an amount to cover the difference between the Common Area Costs paid pursuant to the estimates from the prior year and the actual Common Area Costs shown on the statement.

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- (h) Taxes: The Tenant is responsible for the payment, as Additional Rental, of all taxes levied against the Premises by the Municipal Property Assessment Corporation by virtue of the existence of this Lease. The Tenant is also responsible for the payment of Canadian federal government goods & services taxes levied against the Rental. Municipal property taxes shall be paid when due. Goods and services taxes shall be paid together with payment of the Rental.

- 5. USE OF THE PREMISES: The Premises shall be used only for the purpose of carrying on the business of a technical support center and/or call center. The Tenant shall operate its business in the Premises under the trade name

"StarTek". The Premises shall not be used for any other purpose.

The Landlord covenants not to allow another technical support center and/or call center to occupy space in either the Building, or those portions of Victoriaville Mall owned by the Landlord, during the Term and/or during any Extension Terms.

- 5A LAWS & RULES: The Tenant agrees to abide by all applicable Federal, Provincial, and/or Municipal or local statutes, regulations, and by-laws, including any rules of the Landlord applicable to the use and occupation of the Building, however, the Tenant will not be obligated to incur any capital cost in order to comply unless necessitated solely by the nature or its use of the Premises.
- 5.1 PARKING: During the Term and any Extension Terms, the Landlord will provide four hundred (400) parking spaces referred to as the "Parking Areas" to the Tenant at no additional cost to the Tenant or its employees. Schedule "A-1" details the location of the Parking Areas. Two hundred and ten (210) parking spaces are located in the parking garage structure known as the "Victoriaville Parkade", and the balance of the parking spaces are located in outdoor parking lots within reasonable walking distance of the Premises. The Parking Areas will be provided for the exclusive use of the Tenant for itself, its employees, agents, invitees and all licensees, subject to the rights given to the Landlord and the other tenants of McKellar Mall and Victoriaville Mall for easements, rights of way and deliveries. The Landlord shall maintain all Parking Areas and keep same free of snow and readily accessible for use by the Tenant as is necessary in the circumstances.

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Exclusive use of the spaces within the Victoriaville Parkade will be provided through provision to the Tenant of two hundred ten (210) pass cards for the Parkade structure. The Parkade has three (3) floors of parking. The Tenant may use any spaces within any of the floors through use of the pass card process. The use of the pass card system is intended to ensure that the Tenant's parking users obtain spaces that are most convenient to them. In Tenant's sole opinion, if the program is not working to the Tenant's satisfaction, the Landlord will instead have the third floor of the structure dedicated for the Tenant's sole and exclusive use.

Spaces within the outdoor Parking Areas will be provided through assignment of "hang tag" permits for use within vehicles.

The Tenant shall not use the Parking Areas for any other purpose without the consent of the Landlord, which will not be unreasonably withheld.

The Tenant agrees to abide by, and to request that its employees, agents and invitees abide by, the by-laws of the Landlord and/or the City of Thunder Bay Parking Authority with respect to the parking of vehicles.

The Landlord shall have the right to change the size, location, elevation, access methods, or nature of the Parking Areas depicted on Schedule "A-1", provided that at all times, unless the Tenant agrees otherwise, four hundred (400) parking spaces are made available to it exclusively, and that a minimum of two hundred ten (210) of them are within the Victoriaville Parkade, and the balance are within reasonable walking distance, as determined by Tenant, of the Premises. Despite this, the Landlord will make every reasonable effort not to change the Parking Areas.

The Landlord shall use reasonable efforts to accommodate the Tenant's future requests, if any, for additional parking.

- 5.2 EMPLOYEE PARKING AREA: The Tenant agrees that if, any approved subtenant or assignee, and their respective officers, employees and agents will park their automobiles and other vehicles only where and as permitted by the Landlord. The Tenant and the Tenant's employees are allowed to park in only the designated parking areas that are shown in Schedule "A-1" without paying applicable fees for parking. For clarification, all other parking areas owned by the Landlord and maintained by it or by its parking authority are available to the Tenant subject to payment of applicable fees.
6. CONSTRUCTION OF THE WORK: Schedule "B" outlines the Parties' covenants regarding the Work.
7. "FOR LEASE" SIGNS: If the Tenant has not exercised its option to extend, the Landlord may place on the Premises notices or signs indicating that the Premises are "For Rent" or "For Lease" or the like, during the last six months of the Term. The Tenant shall not interfere in any manner with these notices or with the Landlord's showing of the Premises to prospective tenants during those same six (6) months. The Landlord agrees to provide the Tenant with twenty four (24) hours' prior notice before showing the Premises to prospective tenants.

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- 7A OTHER SIGNS: The Tenant is permitted to erect appropriate exterior and interior building signage upon approval of design and location by the Landlord. The Landlord will not unreasonably withhold this approval. The Tenant acknowledges that exterior signage must comply with applicable municipal by-laws.
8. TERMINATION OR SUSPENSION DUE TO DAMAGE: If the Premises or the Building is substantially or totally damaged by fire or other casualty, the Landlord may terminate this Lease as of the date of the destructive event by providing written notice to the Tenant within sixty (60) days after that event. If the Landlord does not elect to terminate this Lease, or if the extent of damage is not substantial, then the Landlord shall promptly, and with reasonable diligence, restore the Building and, working with the Tenant and the Tenant's insurers, the Premises. The Rental and Additional Rental shall abate on account of any damage in proportion to the area of the Premises rendered untenable until the Premises are restored. In addition, if Landlord has vacant and available space for Tenant to temporarily occupy it will provide that space at no cost to Tenant. If the Premises are not restored in accordance with this Section 8 within one hundred eighty (180) days after the destructive event, then the Tenant may terminate this Lease by written notice to the Landlord within two hundred ten (210) days after the destructive event. In the event of termination under this clause, the Lease is considered to have been terminated; not to have been annulled or made void. All payments due the Landlord by the Tenant to the date of termination shall be paid, and similarly, all payments due to the Tenant by the Landlord shall be paid, in each case, pro-rated to the date of termination.
9. TERMINATION OR DIMINUTION DUE TO EXPROPRIATION:
- (a) Expropriation: If the whole of the Premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu of those rights, then this

Lease shall terminate as of the date that title is taken by the expropriating authority. If part of the Premises is taken in that manner, in a proportion so as to render the remainder of the Premises unusable for the conduct of the Tenant's business, then the Landlord or the Tenant may terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of the taking. In the event of termination under this clause, the Lease is considered to have been terminated; not to have been annulled or made void. For circumstances outlined in this Paragraph, Landlord shall use its reasonable best efforts to negotiate with any third party a ninety (90) day period for the Tenant to find another location and make arrangements to relocate its operations. All payments due to the Landlord by the Tenant to the date of termination shall be paid, and similarly, all payments due to the Tenant by the Landlord shall be paid, in each case, pro-rated to the date of termination.

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- (b) Partial Taking Where Lease Not Terminated: If any part of the Premises is taken as contemplated in 9(a) above, and this Lease is not terminated, then the Rental shall be prorated to date of loss and equitably apportioned according to the space removed from the Premises. The Landlord shall, at its expense, restore the remaining portion of the Premises to the extent necessary to make the Premises reasonably suitable for the purposes for which the Premises are leased, and shall make all repairs to the Building to the extent necessary to constitute the remaining portion of the Building a complete architectural unit.
- (c) Award: In the event that the circumstances contemplated in Sections 9(a) or (b) occur, then the Tenant shall have no claim against the Landlord. The Tenant shall have no claim or right to any portion of the amount awarded as damages or paid as a result of the taking, and the full amount of any award made by the expropriating authority shall be paid to and retained by the Landlord, free of any claim by the Tenant to any portion of it. All rights of the Tenant, if any, are assigned by the Tenant to the Landlord. The Tenant shall have no claim against the Landlord for the value of the unexpired term of this Lease and shall have no right or claim to any part of the award.

- 10. ALTERATIONS: The Tenant shall not make any alterations, improvements or additions to the Premises apart from the Work, unless the Landlord has given prior written approval of the plans and specifications for the work. It will be a pre-condition to that approval that the work is insured, to the Landlord's satisfaction, against any cost or damage incident to it. It will also be a pre-condition to that approval that the Tenant secures all necessary building and other permits. All such alterations, modifications, additions or installations, when made, shall become the property of the Landlord unless the Parties have otherwise agreed in writing. They shall remain upon and be surrendered with the Premises as a part of the Premises at the end of the Term. The Landlord agrees that it will not unreasonably withhold its consent to any alterations, modifications, additions or installations. If the Tenant should make any alterations, the Tenant agrees to indemnify and defend the Landlord from any liability as a result of them. Upon any expiration or termination of this Lease, the Tenant shall be entitled to remove any and all furniture and equipment not belonging to the Landlord.

Despite this Section 10, the Tenant does not require the Landlord's

approval for cosmetic alterations which, per occurrence, amount to less than twenty thousand (\$20,000.00) dollars and do not affect the structure of the Premises.

11. CLEANLINESS AND WASTE: The Tenant shall keep the Premises and the walks adjacent to the Premises at all times in a neat, clean and sanitary condition, and shall promptly remove any waste or debris. The Tenant shall neither commit nor permit any waste or nuisance in, on or at the Premises. The Landlord will not clear snow or ice or provide other maintenance to entrances or loading facilities that are exclusive to the Premises.
- 11A NO DAMAGE: The Tenant agrees that it shall not do (or allow to be done) anything which may damage the Premises beyond the damage occasioned by reasonable use.

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- 11B FIRE PREVENTION: The Tenant agrees to take all precautions to prevent fire from occurring in or about the Premises. The Tenant further agrees to observe and comply with all reasonable instructions given from time to time by the Landlord with respect to prevention and extinguishing of fires.
12. SUBLEASE: The Tenant shall not sublet or assign the Premises except by written permission and consent of the Landlord which will not be unreasonably conditioned, delayed or withheld. All references in this Lease to assignees or subtenants are considered to refer to approved assignees or subtenants. Any such subleasing or assignment, even with the approval of the Landlord, shall not relieve the Tenant from liability for its covenant to pay the Rental and the Additional Rental, or from its obligation to keep and be bound by the terms, conditions and covenants of this Lease during the Term and any and all Extension Terms. The acceptance of Rental or Additional Rental from any person other than the Tenant shall not be deemed to have waived any of the provisions of this Lease or to be a consent to the assignment of this Lease or a subletting of the Premises. The Tenant may assign and/or sublet the Premises to a subsidiary or successor of the Tenant, upon the submission by the subtenant or assignee of a financial statement that is acceptable to the Landlord. Upon receipt of a financial statement that establishes that the subsidiary or successor subtenant and/or assignee is a creditworthy tenant, the Landlord shall consent to the assignment or subletting of this Lease and the terms of this Section apply.
13. TENANT'S GENERAL INDEMNIFICATION: The Tenant shall indemnify, defend and hold the Landlord harmless from any and all claims and damages, including reasonable legal fees and costs, arising from the Tenant's use of the Premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the Tenant in or about the Premises and/or the Building, unless caused by the Landlord or the Landlord's agents or employees.
- 13A TENANT'S INDEMNIFICATION FOR BREACH: The Tenant shall further indemnify, defend, and hold the Landlord harmless from any and all claims and damages, including reasonable legal fees and costs, arising from any breach or Default in the terms of this Lease, arising from any act, negligence, default, or omission of the Tenant or the Tenant's agents, and/or employees, and from and against any and all costs, reasonable legal fees, expenses, and liabilities incurred in or about such claim or any action or proceeding brought as a result of such claim.
- 13B LANDLORD'S GENERAL INDEMNIFICATION: The Landlord shall indemnify, defend,

and hold the Tenant harmless from any and all claims and damages, including reasonable legal fees and costs arising from the Landlord's ownership of the Premises or the conduct of its agents or from any activity, work, or thing done, permitted, or suffered by the Tenant in or about the Premises or the Building, unless caused by the Tenant or the Tenant's agents or employees.

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- 13C LANDLORD'S INDEMNIFICATION FOR BREACH: The Landlord shall further indemnify, defend, and hold the Tenant harmless from any and all claims and damages, including reasonable legal fees and costs, arising from any breach or Default in the terms of this Lease arising from any act, knowledge, or default or occasion of the Landlord or the Landlord's agents, employees, or invitees, and from and against any other costs, reasonable legal fees, and liabilities incurred in or about such claim or any action or proceeding brought as a result of such claim.
14. HOLDING OVER: If the Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, the Tenant shall become a tenant from month to month at a new Rental which is equal to one hundred fifty (150%) per cent of the Rental (calculated on a monthly basis) in effect at the end of the Term, besides remaining responsible for all Additional Rental, and otherwise upon the terms, covenants and conditions specified in this Lease, so far as applicable. Acceptance by the Landlord of Rental after the expiration of the Term or any Extension Term shall not result in a renewal or extension of this Lease, and the Tenant shall vacate and surrender the Premises to the Landlord upon the Tenant being given thirty (30) days' prior written notice from the Landlord to vacate.
15. QUIET POSSESSION: Subject to the provisions of this Lease, the Landlord agrees that the Tenant shall have quiet possession of the Premises.
16. THE LANDLORD'S RIGHT TO INSPECT: The Landlord and its agents shall have free access to the Premises during all reasonable hours subject to twenty-four (24) hours' prior notice from the Landlord, for the purpose of examining the Premises to ascertain if they are in good repair, to make reasonable repairs which the Landlord may be required to make under this Lease, and to exhibit the same to prospective purchasers or tenants.
17. NOTICES: All notices required under this Lease are required to be written, and are deemed to have been properly delivered if (a) delivered personally; or (b) sent by registered mail; or (c) sent by facsimile followed by regular mail; to the Landlord at:

If delivered or sent by facsimile, to:

The Corporation of the City of Thunder Bay
Realty Services Division, Development Services Department
VictoriaVille Mall,
111 Syndicate Avenue South, Second Floor
Thunder Bay, Ontario, Canada, P7E 6S4
Attention: Manager of Realty Services
Facsimile: 807-625-2977

Together with a copy to:

The Corporation of the City of Thunder Bay
500 Donald Street East, Third Floor
Thunder Bay, Ontario, Canada, P7E 5V3
Attention: City Solicitor

Or, if sent by mail, to:

The Corporation of the City of Thunder Bay
Realty Services Division, Development Services Department
P.O. Box 800
Thunder Bay, Ontario, Canada, P7C 5K4
Attention: Manager of Realty Services

Together with a copy to the City Solicitor at the address noted above.

Notices to the Tenant shall be deemed to have been properly served if (a) delivered personally; or (b) sent by registered mail; or (c) sent by facsimile followed by regular mail; to the Tenant at:

StarTek Canada Services, Ltd.
100 Garfield Street
Denver, Colorado, USA
80207
Attention: Vice President of Facilities and Real Estate
Facsimile: 303-316-3922

Notices to the Guarantor shall be deemed to have been properly served if (a) delivered personally; or (b) sent by registered mail; or (c) sent by facsimile followed by regular mail; to the Guarantor at:

StarTek, Inc.
100 Garfield Street
Denver, Colorado, USA
80207
Attention: Chief Financial Officer
Facsimile: 303-316-3922

The date of effective service of the notice by delivery shall be the date upon which it was personally delivered. The date of effective service of notice by mail shall be the date which is the fifth (5th) business day after the date which the notice was mailed. The date of effective service of notice by facsimile shall be the business day next following the date shown on a confirmation of delivery receipt held by the sender. The Parties agree that whenever there is a disruption in postal service, or a threat of disruption in postal service, in either the United States or Canada, notices will either be delivered or sent by facsimile.

The Parties further agree that no other method of communication, including electronic mail, will be relied upon for formal notices required under the terms of this Lease. Notwithstanding Section 27, any Party may provide unilateral written notice (under this Section) to the others of a change of address for notice purposes.

18. UTILITIES AND LIENS: The Tenant shall make all necessary arrangements for utility services, including necessary permits for gas for heating purposes, if required. The Tenant shall pay promptly all charges for heat, light, gas, water and power used in or upon the Premises; shall pay promptly for garbage and sewage removal and waste removal, if any; and shall pay promptly all bills for materials furnished or labor performed for the Tenant, or at the Tenant's instance and request, in connection with any repairs, alterations, improvements, decoration, installation of fixtures and equipment on the Premises and to keep the Premises free from all claims for liens for work, labour or materials on account of same. The

Parties' indemnities to each other under this Lease include requirements that the particular responsible Party promptly remove at its expense any and all liens against the Premises or Building which are attributable to the Particular Party's activities or omissions.

- 18A MALL HVAC WORK: The Tenant acknowledges that the Landlord's Work as delineated in Schedule "B" involves construction and alteration of the Mall HVAC System which will involve some interruption of HVAC services. This work will be completed during 2006 as set out in Schedule "B". The Tenant agrees to fully cooperate and assist the Landlord in facilitating the Mall HVAC Work and its effects on other tenants of the Building. In reference to the Mall HVAC Work outlined in this Paragraph and Schedule "B", the Landlord shall indemnify, protect, defend, and hold the Tenant harmless from any and all claims and damages, including reasonable legal fees and costs arising from the Landlord's ownership of the Premises and its obligations to its other tenants or the conduct of its agents or from any activity, work, or thing done, permitted, or suffered by the other tenant in or about the Premises or the Building, unless caused by the gross negligence of the Tenant or the Tenant's agents or employees.
19. DEFAULT: The following are considered events of Default:
- (a) Rental, or any part of it, whether it has been demanded or not, remains unpaid after it becomes due for a period of sixty (60) days after the Tenant's receipt of the Landlord's notice of non-payment;
 - (b) Additional Rental, or any part of it, whether it has been demanded or not, remains unpaid after it becomes due for a period of sixty (60) days after the Tenant's receipt of the Landlord's notice of non-payment;
 - (c) any term, condition or covenant of the Lease to be kept or performed by the Tenant is violated or neglected and remains so for a period of sixty (60) days after written notice to the Tenant by the Landlord, specifying the nature of the Default and reasonably requiring it to be cured, or, where the circumstances of the breach reasonably require more than sixty (60) days to cure, after expiration of the reasonable time period specified in the notice;
 - (d) the Tenant has vacated the Premises and left it unoccupied for a period of time greater than one hundred and twenty (120) consecutive business days without prior consent of the Landlord, and has not either re-occupied the Premises or obtained the Landlord's consent within fourteen (14) consecutive days after notice to do so by the Landlord;
 - (e) if a petition in bankruptcy or assignment for the benefit of creditors is filed by the Tenant, or if the Tenant is finally adjudicated bankrupt, and the bankruptcy is not discharged within sixty (60) days after written demand by the Landlord.
- 19A GUARANTOR: The Guarantor agrees with the Landlord that the Tenant will make all payments under this Lease as they fall due, and will perform all covenants in accordance with the terms and conditions of the Lease. In the event of Default of the Tenant, the Guarantor will, upon demand, pay any amounts in default, and will perform the agreements, terms and conditions in this Lease. This guarantee shall continue in place throughout the Term and any Extension Terms.

20. TERMINATION OF THE LEASE:

- (a) Surrender: At the expiration or sooner determination of the Term, apart from termination pursuant to Sections 8 or 9, the Tenant shall peaceably surrender and yield to the Landlord, the Premises in a well-maintained, fully operating condition with all related facilities, structures and improvements (excepting those removed pursuant to Sections 10 or 20(b)) in a good state of repair (reasonable wear and tear excepted). At the expiration of the Lease, the Landlord will have and enjoy absolute title to all of the Premises without compensation to the Tenant, and free of any claim or encumbrance. In the event that this Lease is terminated due to a Default by the Tenant, no goods, materials or chattels of any sort may be removed by the Tenant without the Landlord's express consent.
- (b) Removal of Improvements: Despite Section 20(a), and provided the Tenant is not in Default, at the expiration of the Term or any Extension Term, or upon earlier determination of the Term, the Landlord may allow the Tenant to remove, at its sole cost, any improvements on the Premises which the Landlord does not require. Subject to Schedule "B", the choice of which, if any, improvements the Tenant may remove is the sole and unfettered discretion of the Landlord. The Tenant agrees to restore the Premises upon which the removed improvements were located, to a state of repair satisfactory to the Landlord within thirty (30) days of the date of the termination of the Lease.
- (c) Termination or Other Remedies Upon Default: Upon occurrence of an event of Default, the Landlord has the exclusive right, at its sole option, to terminate this Lease at once, and to re-enter and take possession of the Premises in accordance with law immediately and by force, if necessary, without any previous notice of intention to re-enter and remove all persons and their property, and to use such force and assistance in effecting and perfecting such removal as the Landlord may deem advisable to recover at once full and exclusive possession of all of the Premises, whether the Premises be in possession of the Tenant or of third persons, or whether the Premises be vacant. The Tenant authorizes and empowers the Landlord to do so.

The Landlord may, however, at its option, at any time after the Default, re-enter and take possession of Premises without such re-entering working a forfeiture of the Rental and Additional Rental to be paid and the covenants to be kept and performed by the Tenant for the full Term. In that case, the Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by the Landlord necessary or desirable at its own costs, associated with re-letting the Premises.

- (d) Landlord's Option on Tenant's Default: Nothing in this Lease prevents the Landlord, in the circumstances of Default by the Tenant, from entering upon the Premises and performing the Tenant's obligations. This work shall be completed at the sole cost and expense of the Tenant. It is expressly understood and agreed that the Landlord is not under any obligation to perform any of the Tenant's covenants.

- (e) Other Remedies: Forfeiture of this Lease by either Party is wholly without prejudice to the right of the other Party to recover arrears of Rental or Additional Rental, or damages for any antecedent breach of covenant on the part of the said Party, as applicable. Notwithstanding any forfeiture, either Party may subsequently recover from the other Party damages suffered by reason of the Lease having been determined prior to the end of the Term as set out in this Lease. This clause and the rights under it shall survive the termination of this Lease whether by act of the Parties or by operation of law.
21. FORCE MAJEURE/TIME: Despite anything in this Lease, neither Party shall be in Default with respect to the performance of any of the terms of this Lease if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the Party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Lease and all the obligations contained in it.
22. COVENANT TO BIND SUCCESSOR: It is agreed that the provisions, covenants and conditions of this Lease shall bind and enure to the benefit of the legal representatives, successors and assigns of the respective Parties to it.
23. LEGAL FEES: In the event of any legal action related to this Lease, the non-prevailing Party agrees to pay the prevailing Party's reasonable legal fees incurred to enforce this Lease.
24. WAIVER OF SUBROGATION: The Landlord releases the Tenant, and the Tenant releases the Landlord from and against any and all claims, demands, liabilities or obligations whatsoever for damage to the property, or loss or rents or profits from either the Landlord or the Tenant resulting from or in any way connected with any fire, accident, or other casualty, whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of either the Landlord or the Tenant or by any agent, associates or employee of either the Landlord or the Tenant. In confirmation of this Section 24, the Landlord and the Tenant shall execute an agreement of waiver of subrogation and deliver the same to their respective insurance carriers.
25. WAIVER OF JURY TRIAL AND FORUM: All Parties to this Lease waive the right to any jury trial in any action, proceeding, or counterclaim brought by any Party against any other Party. The Parties further agree that any action brought concerning this Lease shall be brought only in the Superior Court of Ontario located in Thunder Bay, and expressly waive any right to any other forum or jurisdiction.
26. ENTIRE AGREEMENT: This Lease (as defined) constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either Party except to the extent incorporated in this Lease.
27. MODIFICATION: Any modification of this Lease or any additional obligation assumed by either Party in connection with this Lease shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party. This does not apply to the notice of new

addresses for notice as provided for in Section 17.

- 28. GOVERNING LAW: This Lease shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario.
- 29. PARTIAL INVALIDITY: If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this Lease is held wholly or partially illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, the Landlord and the Tenant agree that the remainder of this Lease shall not be affected by the holding, but shall remain in full force and effect. The provisions of this Lease shall have effect, notwithstanding any statute to the contrary.
- 30. RELATIONSHIP OF PARTIES: Nothing in this Lease shall create any relationship between the Parties other than that of landlord and tenant. It is specifically agreed that neither Party is a partner, joint venturer, agent or trustee of the other.
- 31. FREEDOM OF INFORMATION: The Parties agree, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, to keep the substantive contents of this Lease confidential.
- 32. INDEPENDENT LEGAL ADVICE: Each Party acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Lease.

TO WITNESS, the Parties have executed this Lease the day and year first above written.

<TABLE>

<CAPTION>

The Landlord:
The Corporation of the City of Thunder Bay

The Tenant:
StarTek Canada Services, Ltd.

<S>

<C>

Lynn Peterson, Mayor

Rodd Granger, Chief Financial Officer
I have the authority to bind the Corporation

John S. Hannam, City Clerk

The Guarantor:
StarTek, Inc.

Rodd Granger, Chief Financial Officer
I have the authority to bind the Corporation

</TABLE>

SCHEDULE "B" - AGREEMENT WITH RESPECT TO THE WORK

Alterations are required to the Premises to make them usable for the Tenant's purposes. These alterations comprise the Work. Some of these alterations represent the Landlord's Work and some represent the Tenant's Work. Most of the Work will be undertaken and completed by the Tenant, either on its own behalf or on the Landlord's behalf. The terms and conditions of this Schedule will govern the Parties' responsibilities in this regard.

1. DEFINITIONS: Wherever a term set out below appears in the text of this Schedule in capital letters, the term shall have the meaning set out for it in the Interpretation Section of the Lease or in this Section of this Schedule, as applicable. Wherever a term below appears in the text of this Schedule in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

(a) BUILDING SHELL means:

- i) the provision of waterline for hot and cold water to the Premises for heating/cooling systems for normal occupancy;
- ii) the provision of plumbing facilities to the wall of the Premises;
- iii) the provision of water to the wall of the Premises; and
- iv) the provision of a watertight roof without leaks.

(b) CONSULTANTS refers to any and all contractors and other professionals retained by the Tenant to complete the Work.

(c) ALLOWANCE means the sum of two million four hundred thousand (\$2,400,000.00) dollars, being the maximum cost to the Landlord, including seven hundred fifty thousand (\$750,000.00) dollars towards elements of the Tenant's Work which will remain with the Premises upon termination of the Lease.

(d) LANDLORD'S REPRESENTATIVE means Alan Fydirchuk.

(e) LANDLORD'S WORK is comprised of the following:

- i) Building Shell;
- ii) Mall HVAC Work as outlined in Section 18A of the Lease; and
- iii) Work Performed by the Tenant on Behalf of the Landlord as outlined in Section 12 of this Schedule.

(f) MALL HVAC means the HVAC system designed to provide basic heating and cooling services to the Premises as well as the other portions of the Building.

(g) PLANS means all plans and designs required for any part of the Work.

(h) TENANT'S REPRESENTATIVE means Grant Lomas.

(i) TENANT'S WORK means all of the Work that is not defined as Landlord's Work.

(j) WORK means improvements to the Premises consisting of either Landlord's Work or Tenant's Work.

(k) WORK PERFORMED BY THE TENANT ON BEHALF OF THE LANDLORD means all of the elements of the Work detailed in Section 12 of this Schedule.

2. SUBSTANTIAL COMPLETION: It is the intention of the Tenant to have all of the Work substantially completed on or before the Rental Commencement

Date. A statement from the Architect certifying the date upon which the Work has been fully completed shall be conclusive evidence of the completion thereof. The Work shall be deemed to have been complete when (i) the components of the Work are fully complete and properly operable (except for customary punch list items) by execution of Certificate of Completion (AIA Form G704 or equivalent) certified by the Architect, the general contractor and Tenant, and approved by Landlord, and (ii) Tenant has obtained a temporary or final certificate of occupancy from the applicable governmental authority. The Lease Term and Tenant's obligation to pay rentals due under the Lease shall commence upon the Rental Commencement Date provided in the Lease irrespective of whether or not the Work is complete, except as a result of any Landlord delay as expressly herein provided. The Parties agree that minor construction details which do not materially interfere with the Tenant's ability to occupy the Premises for the purposes of its business shall not delay the substantial completion of the Work.

3. DELAYS BY THE TENANT: Delays to substantial completion caused by the Tenant shall not affect the Rental Commencement Date. These include:

- (a) the Tenant's failure to approve any matter that requires the Tenant's approval;
- (b) any breach by the Tenant of the terms of this Schedule or the balance of the Lease;
- (c) changes by the Tenant in any of the Plans which have already been approved by the Landlord or are in the process of being approved by the Landlord that cause material delay in the approval process; and/or
- (d) the Tenant's requirements for materials, components, finishes or improvements that are not available in a commercially reasonable time, or which are different from, or not included in the Landlord's Work.

The Landlord agrees to use all reasonable efforts to counter the effects of any delays by the Tenant.

DELAYS BY THE LANDLORD: Delays to Substantial Completion caused by the Landlord shall affect and extend the Rental Commencement Date one day for every day of Landlord delay. These include:

- (a) the Landlord's failure to approve any matter that requires the Landlord's approval;
- (b) any breach by the Landlord of the terms of this Schedule or the balance of the Lease;
- (c) changes by the Landlord in any of the Plans which have already been approved by the Landlord and/or Tenant or are in the process of being approved by the Landlord and/or Tenant that cause material delay in the approval process; and/or
- (d) the Landlord's requirements for materials, components, finishes or improvements that are not available in a commercially reasonable time, or which are different from, or not included in the Landlord's Work.

The Tenant agrees to use all reasonable efforts to counter the effects of any delays by the Landlord.

4. REPRESENTATIVES: The Landlord appoints the Landlord's Representative to act for the Landlord in all matters covered by this Schedule. The Tenant appoints the Tenant's Representative to act for the Tenant in all matters covered by this Schedule. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered in this Schedule will be made to or by the Landlord's Representative or the Tenant's Representative, as the case may be. Neither Party will contact or seek instructions or authorizations from any other representative of the opposite Party. Either Party may change the identity of its representative by providing the other Party with three (3) business days' written notice.

Each Party expressly and irrevocably delegates authority to its representative, as set out in Sections 1(d) and (h), to undertake the approvals and authorizations required pursuant to the terms of this Schedule. Landlord shall not charge a construction fee for the administering Landlord's obligations in connection with construction of the Work. All costs for space planning design, architectural and engineering services for the Work (including without limitation, the preliminary Plans and the construction Plans) shall be included in the costs of the Work and may be disbursed by Landlord from the Allowance.

5. OWNERSHIP INTERESTS: The Parties agree that all alterations, improvements and additions made to the Premises and the Building according to this Schedule, whether paid for by the Landlord or the Tenant, will, without compensation to the Tenant, become the Landlord's property upon installation and will remain the Landlord's property at the termination of the Lease. The only items excluded from this requirement are the following, which are and shall remain the property of the Tenant: the generator, computer and telephone equipment (including all equipment owned by the Tenant in the server room), UPS equipment, and furniture.
6. APPROVAL OF CONSULTANTS: It is hereby noted and agreed that IA, Interior Architects is the proposed "Architect". Tenant will direct IA to contract with a local architect to obtain the appropriate review and certifications for the final Plans to be submitted for the permit. Tenant, at its sole discretion, will procure and contract with a general contractor of its choice for completion of the Work. No other Consultants shall be retained by the Tenant in furtherance of any portion of the Work unless and until both the Landlord's and Tenant's Representatives have approved the use of that Consultant.
7. APPROVAL OF PLANS: Nothing shall be done by the Tenant in furtherance of any portion of the Work unless and until the Landlord's Representative has approved all of the Plans associated with that portion of the Work. Landlord's Representative will not unreasonably withhold condition or delay its approval of the preliminary Plans or the construction Plans. If Landlord's Representative does not approve or respond with comments to any submission by Tenant of the preliminary Plans or construction Plans or any revisions thereof within seven (7) business days after receiving the same, Landlord's Representative will be deemed to have approved such preliminary Plans or construction Plans as submitted by Tenant. Any disapproval or conditional approval by Landlord's Representative of any proposed preliminary Plans or construction Plans will be accompanied by written reasons for such disapproval or conditional approval.

In the event either Party provides written notice of objection to the preliminary Plans or the construction Plans, then Landlord, Tenant, their Representatives and the Architect shall cooperate as necessary to reach agreement regarding any outstanding changes. The Architect shall prepare a revised draft of the preliminary Plans or the construction Plans, as the case may be, as soon as reasonably possible and submit a revised draft thereof to Landlord's Representative and Tenant's Representative for approval. The same procedures and deadlines for review and approval by Landlord's Representative and Tenant's Representative shall apply to the revised draft.

After approval by Landlord's Representative of the construction Plans, Tenant's Representative shall submit the drawings to the appropriate governmental authority for plan review and issuance of a building permit and any other applicable governmental approvals. All permit and processing fees shall be paid by Tenant, subject to reimbursement from the Tenant Improvement Allowances. Landlord will provide at Tenant's expense all assistance reasonably requested by Tenant to obtain proper permits and approvals.

8. **CONDITIONS OF WORK:** The Tenant acknowledges and agrees that neither it nor any of its Consultants shall perform work on the Building or the Premises unless it has complied with the Landlord's terms, conditions and standards for conducting work upon property owned by the Landlord. These terms, conditions and standards include: compliance with applicable codes, provision of insurance and/or indemnification acceptable to the Landlord (including Workers' Compensation coverage), provision of labour and material and/or performance bonds or securities, payment of fair wages, and other terms.
9. **PROMPT AND REASONABLE APPROVALS:** The Landlord covenants to undertake all approvals it is required to make under the terms and conditions of this Schedule in a prompt and reasonable fashion. The Tenant shall not be subject to any fees related to the approval of Plans, apart from permit fees required at law. The Tenant covenants to supply the Landlord with all of the Plans or other things required for the Landlord to make an informed decision with respect to any approval.
10. **CONSTRUCTION LIENS:** The Tenant will take all steps necessary to prevent liens pursuant to the Construction Lien Act from attaching to the Building. In the event that any lien is registered, the Tenant shall take whatever action is required to have the lien removed from the Landlord's title within sixty (60) days of the date of its registration.
11. **PAYMENT COVENANTS AND METHODS:**
 - (a) **Landlord's Work:** The Landlord covenants to pay the actual cost associated with the Landlord's Work, in an amount not exceeding the Allowance. The Landlord will make this payment in progress payments after the commencement of the Work by the Tenant. The progress payments will be made not later than fifteen (15) days after receipt by the Landlord's Representative of copies of the Tenant's invoices for all expenses associated with the Landlord's Work, together with a certificate from the Tenant's architectural Consultant indicating that the work associated with the invoices has been completed. The payment will be made payable to the Tenant, it being understood that the Tenant will then pay the invoices directly. The Landlord's Representative may demand any documentation from the Consultants working on the Work that is normally demanded by the Landlord for similar projects it undertakes on its own behalf.

(b) Tenant's Covenants: The Tenant covenants to make all payments to all Consultants, subject to the Construction Lien Act, and subject to its contractual rights with its Consultants to be satisfied with the performance of the Consultants and the quality of work, etc. Tenant shall cause its contractors, subcontractors and suppliers to provide warranties for a period of not less than one (1) year against defects and workmanship, materials or supplies. Tenant shall promptly assign to Landlord, on a non-exclusive basis in common with Tenant, all manufacturers' or other warranties obtained as a part of the Work.

12. WORK PERFORMED BY THE TENANT ON BEHALF OF THE LANDLORD: The following table details elements of the Landlord's Work to be undertaken by the Tenant. The Landlord will pay the cost of this Work up to the maximum Allowance. The Tenant is responsible to complete all of this Work whether the maximum Allowance is met or exceeded.

<TABLE>

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ITEM

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STRUCTURE

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- a. Demolition of all existing improvements to bring premises to a core and shell condition including removal of theatre mezzanine level.
- b. Clear acoustical ceiling height of not less than 12'-0". Maximum Height preferred.
- c. The building exterior requires no work and is accepted by the Tenant on an "as is" basis.
- d. Possible relocation of a mall exit and common areas associated with same.

ELEVATORS

- a. No Requirement

FIRE PROTECTION SPRINKLER SYSTEM

- a. Furnish, install or modify complete fire protection system per NFPA -13 requirements or international equivalent with grid distribution with heads for office occupancy.

PLUMBING

- a. Furnish and install complete ADA compliant (or international equivalent) restrooms consisting of two (2) Ladies rooms and two (2) Men's room to be fixtured per code at the locations designated in the Tenant's Preliminary Plans. Provide waterproofing and water barrier material at wet areas. Floor drains, janitorial closet, and water heater with recirculation pump will be required.
- b. Furnish and install electric water cooler(s) adjacent rest rooms.
- c. 3/4 inch pipe to space or sized appropriate to wash room requirements.

HVAC

- d. Gas delivery - 1 inch minimum pipe to space, adjusted for size of space and distance to meter. (if available)
- a. Heat pump so as to provide the Premises with 1 ton per 350 Square Feet with local zone thermostat control of a minimum of 10 zones. Furnish and install low pressure duct work, diffusers and return air grills in suspended drop ceiling.
- b. Furnish and install base building energy management system.
- c. Provide exhaust systems for base building spaces as required by all codes.

</TABLE>

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ELECTRICAL

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- a. Furnish and install a complete 277/480 volt, 3-phase, 4 wire building power distribution system to include five (5) 200 AMP 3-phase electrical panels disbursed as mutually agreed upon by Landlord and Tenant.
- b. Furnish and install step down transformers and 120/208 volt panels at one (1) electrical room interior to the Premises, electrical service is sized to provide 7 watts per square foot for office equipment loads and convenience power "connected load".
- c. Furnish and install two 277 volt lighting panel in each central electrical room on each floor.
- d. Indirect lighting at the floor to provide 35 - 40 foot candles and 2' X 4' lights - (1 per 80 Square Feet) at the remainder
- e. Furnish and install lighting in base building service rooms and all common areas.
- f. Furnish and install code required exit and emergency lighting for all public areas.
- g. Furnish and install telephone risers' chases to the telephone rooms.
- h. Provide a fully operational fire alarm system including fire and enunciator panel, smoke detectors, flow alarm, pulls, audible and visual alarms as required by code.
- i. Exit and emergency lighting as required by code.

DEMISED PREMISES
IMPROVEMENTS

- j. Furnish and install exterior site lighting.
- a. Furnish and install glass and aluminum entrance doors at Tenant's entry of demised space.
- b. Restrooms, telephone/ electrical room, janitor closets, service entry and mechanical rooms are to be provided complete.

TOILET ROOM FINISHES

- a. Furnish and install stone vanity top with apron and lavatories and decorative mirrors.
- b. Furnish and install stainless steel toilet partitions.
- c. Furnish and install wall-mount, flush valve water closets and wall-hung urinals to meet all code requirements.
- d. Fully handicapped compliant restrooms.

</TABLE>

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COMMON AREA HALLWAYS

<C> <C>

- a. Furnish and install metal studs and drywall on common area side of hallway. Finish being vinyl wall covering or high density acrylic paint "Zolotone", acoustical tile ceiling, with recessed lighting, floor tile and tile base to match.

INTERIOR PARTITIONS

- a. Install demising wall per code to achieve appropriate fire rating per code. Sheetrock shall be taped/floated/sanded and ready for paint.

PERIMETER WALLS

- a. At exterior walls of premises provide an insulated surface ready to receive gypsum board.

CEILINGS

- a. Furnish and install 2' x 4' acoustical ceiling grid and tiles throughout Tenant's Premises at a height of at least 12 feet. Tenant prefers max height not to exceed 15 feet.

DOORS, FRAMES AND HARDWARE

- a. Furnish, install, and finish solid core transparent finished flush wood doors in painted hollow metal frames at public building areas. Service core doors will be solid core wood doors in hollow metal frames. Building entry and service core doors shall be equipped with locks with removable cores.

SECURITY

- a. No requirement. At Tenant's option, Tenant may connect into Landlord's card access

system.

- b. Furnish and install general signage at toilet rooms and exit stairwells.

FLOORS AND FLOORING MATERIAL

- a. Floors ready for new tile or carpet including floor preparation and leveling compound as needed. Existing sloped theatre floors shall be brought up to grade level of the rest of the Premises and shall have a live load capacity of 75lbs per square foot.

EXTERIOR SIGNAGE

- a. Furnish and install exterior signage for building address identification.

WINDOW BLINDS

- a. Furnish and install horizontal mini-blinds on all exterior windows. Horizontal blinds to be 1" by Levalor Riviera Deluxe Series or equivalent.

INTERIOR SIGNAGE

- a. Furnish and install a building directory in the main lobby.

</TABLE>

LEASE BETWEEN

AGERS HOLDINGS LTD.
AS LANDLORD

AND

STARTEK CANADA SERVICES LTD.
AS TENANT

	Initials	

	Landlord	Tenant

1

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT OF LEASE MADE AT THE CITY OF HAWKESBURY, IN THE PROVINCE OF ONTARIO, CANADA, AS OF THE ____29____ DAY OF THE MONTH OF DECEMBER, TWO THOUSAND AND FIVE.

BETWEEN: AGERS HOLDINGS LTD., a company duly incorporated under the Canada Business Corporations Act, having its head office in the City of Montreal, Canada, herein acting and represented by Mr. Jordan Aberman, its representative duly authorized as he declares,

(Hereafter referred as the "Landlord")

(THE PARTY OF THE FIRST PART)

AND: STARTEK CANADA SERVICES LTD. a legal person duly incorporated under the Laws of the State of Delaware, having its head office at 100 Garfield Street, Denver, Colorado, 80206, herein acting and represented by Rodd Granger, its Chief Financial Officer (CFO), duly authorized by virtue of a resolution of its Board of Directors, a certified extract of which is annexed to these presents,

(THEREAFTER REFERRED AS THE "TENANT")

(THE PARTY OF THE SECOND PART)

WITNESSETH:

ARTICLE ONE
DEFINITIONS AND EXHIBITS

In this Lease (including this Article) unless there is something in the context inconsistent therewith, the Parties agree that:

1.01 AREA OF THE LEASED PREMISES

"Area of the Leased Premises" means that area outlined in red in Exhibit "A" attached hereto and signed by the parties for identification measuring, to be computed from the outside of the exterior walls and from the central line of the partition walls and comprising a total area of approximately FORTY ONE THOUSAND AND NINETEEN square feet (41,019 sq. ft.). The Rentable Area of the Leased Premises will be subject to verification and measurement by Tenant's Architect (as defined in Article 27).

The Tenant acknowledges that Rentable Area of the Premises as set forth in the Basic Lease Provisions has been determined in accordance with "Article 27" attached hereto and made a part hereof. If either the Rentable Area of the Premises or the Building shall be increased or decreased, as determined by the method of measurement specified on Article 27, the Annual Base Rent and the Tenant's Premises Percentage shall be adjusted accordingly.

Initials

Landlord Tenant

1.02 ARCHITECT

"Architect" means the Architect from time to time named by the Tenant and with the approval of the Landlord, such approval not to be unreasonably withheld; as to any Architect's certificate provided for in this Lease, the decision of the Architect and his certificate shall be final and binding on all the parties hereto.

1.03 COMMENCEMENT DATE

"Commencement Date" means the date set out in Article 2.02 for the commencement of the Term.

1.04 POSSESSION DATE

"Possession Date" means the date set out in Article 3.01, which is on or before February 1st, 2006, for the delivery of the Premises from Landlord to Tenant for commencement of Tenant's Leasehold Improvements.

1.05 COMMON AREAS AND FACILITIES

"Common Areas and Facilities" means the parking areas, roadways, sidewalks, landscaped areas, exterior and (if applicable) interior malls, stairways, escalators, truck courts, common loading areas, electrical, music and public address systems, plumbing and drainage equipment and installations and any enclosures constructed therefore, general signs, and maintenance equipment, which are provided or designated (and which may be changed) from time to time by the Landlord for the use by or benefit of the Tenant, its employees, customers and other invitees in common with others entitled to the use or benefit thereof, in the manner and for the purpose permitted by this Lease.

1.06 GROSS LEASABLE AREA

"Gross Leasable Area" means the aggregate area (expressed in square feet) of all floors (excluding basement) in the Shopping Centre computed, unless herein otherwise specified, at the date when any calculation based upon Gross Leasable Area is required to be made.

1.07 LEASE

"Lease", "hereof", "herein", "hereby", "hereunder" and similar expressions mean or refer to this Agreement, all Exhibits attached hereto, the Architect's certificates, if any, and rules and regulations made from time to time under the provisions of Article 21.04.

1.08 Leasehold Improvements

"Leasehold Improvements" means any alterations, improvements and installations to be constructed or installed by Landlord or Tenant in the Premises in accordance with Article 27 and any other alterations or improvements made by Landlord or Tenant to the Premises during the Term pursuant to the terms and provisions of this Lease.

Initials

Landlord Tenant

1.09 LEASE YEAR

"Lease Year" means a period of twelve (12) months commencing initially upon the Commencement Date of this Lease, and thereafter on successive anniversary dates of the Commencement Date of this Lease.

1.10 LEASED PREMISES

"Leased Premises" means that part of the Shopping Centre leased to the Tenant by this Lease, the location of which is more particularly set forth and shown outlined in red on the site plan which constitutes Exhibit "A" hereto; where a

storefront or entrance is recessed from the main building line shown on such plan, the area of such recess shall for all purposes be a part of the Leased Premises.

1.11 SHOPPING CENTRE

"Shopping Centre" means the lands located in the City of Hawkesbury, in the Province of Ontario as more particularly described in Article 24 of this Lease, which lands and premises are commonly known as the Hawkesbury Mall together with the buildings, improvements and facilities established as at the date hereof or subsequently added thereto from time to time.

1.12 TAXING AUTHORITY

"Taxing Authority" means any duly constituted governmental authority whether federal, provincial, municipal or otherwise legally empowered to impose taxes, rates, assessments or charges on, upon or in respect of the Shopping Centre.

1.13 EXHIBITS

The Exhibits listed below are attached to and incorporated in this Lease. In the event of any inconsistency between such Exhibits and the terms and provisions of this Lease, the terms and provisions of the Lease will control. The Exhibits to this Lease are:

- Exhibit A - PLAN OF THE LEASED PREMISES
- Exhibit A-1 - PLAN OF TEMPORARY PREMISES
- Exhibit B PLAN OF THE DESIGNATED PARKING AREA

1.14 TEMPORARY PREMISES

"Temporary Premises" means the space designated for temporary occupancy on Exhibit A-1 within the Shopping Centre for recruitment, interviews, training and other approved functions.

ARTICLE TWO
LEASE AND TERM

2.01 LEASE

The Landlord hereby leases the Leased Premises to the Tenant for the "Term" (as hereinafter defined), the Tenant hereby accepting; the Tenant shall be entitled for the benefit of the Leased Premises to enjoy, on the terms and conditions set forth herein, the use or benefit of the Common Areas and Facilities as the same may exist from time to time, in common with others entitled thereto.

Initials

Landlord Tenant

2.02 TERM

"Term" means the period of SIX (6) years with rent commencing on April 1, 2006 ("Commencement Date") and to be fully completed and ended on the last day of March 2012. Tenant shall have access to the Leased Premises on February 1st, 2006 for the purpose of developing Preliminary Plans for Leasehold Improvements and commencing construction with approval and assistance provided by the Landlord which shall not be unreasonable withheld.

OPTION TO EXTEND: Provided that Tenant is not then in default of any of its obligations hereunder beyond any applicable period of notice and/or cure, Tenant shall have the option to extend the Lease Term for Two (2) additional periods of Three (3) years (each an "Extension Term"). The Extension Terms shall be upon the same terms and conditions contained in the Lease for the Lease Term except the Minimum Rental shall be adjusted to C\$4.50 per square foot per year and there shall be no further Option to Extend beyond the second extension term and there shall be no free rent and there shall be no allocation from the Landlord to the Tenant of any nature whatsoever.. Tenant shall exercise such option by delivering to Landlord, no later than TWELVE months (12) prior to the expiration of the Lease Term, written notice of Tenant's desire to extend the Lease Term. Landlord shall notify Tenant in writing within TWELVE (12) months of each Lease expiration as a courtesy reminder notice to Tenant of the approaching Extension Term notification requirement as outlined above. Tenant properly exercises its option to extend, Landlord and Tenant shall execute an amendment to the Lease reflecting the terms and conditions of the Extension Term. The Rental shall be paid at the same time and in the same manner as provided in the Lease

FIRST RIGHT OF REFUSAL ON CONTIGUOUS SPACE: For the term of the Lease, Tenant shall have an on-going first right to lease on the contiguous additional space in the Project, which is highlighted in green on Exhibit A attached hereto, said contiguous space has an area of approximately THREE THOUSAND FIVE HUNDRED FORTY square feet (3,540 sq. ft.). Upon the contiguous vacancy arising in the Building, Tenant shall be notified within fourteen (14) days of the space becoming available. Tenant has the first right to negotiate for the space at that time. Tenant will also have a right to match the terms negotiated with a third-party tenant, and have the right to take the space under the same terms and conditions. Tenant shall have FIVE (5) business days from receipt of the terms to agree and enter into a lease upon the same terms and conditions as negotiated with a third party tenant, failing which this first right of refusal shall be null and void and of no further force or effect.

ARTICLE THREE POSSESSION

3.01 DELIVERY OF POSSESSION

Notwithstanding the Commencement Date of the Term herein set forth, in the event that the Landlord is not able to deliver possession of the Leased Premises to the Tenant on or before the Commencement Date which is April 1, 2006, rent shall abate until delivery of possession, but this Lease shall remain in full force

and effect, and the Tenant hereby accepts, such abatement of rental in full and complete satisfaction of any claims it might otherwise have against the Landlord for late delivery of possession of the Leased Premises.

Initials

Landlord Tenant

3.02 NOTIFICATION OF DEFECTS

The Tenant shall notify the Landlord of any defects and faults, excluding latent defects that are not obvious upon inspection within a one year period, in or in respect of the Leased Premises which prevent or diminish its use within thirty (30) days of possession of the Leased Premises having been delivered to it and failing the giving of notice hereunder the Tenant shall be deemed for all purposes to have accepted the Leased Premises in the then existing condition and the Landlord shall not have any further obligation to warrant the Tenant against any such defects and faults.

3.03 INSTALLATION OF FIRE EQUIPMENT

The Tenant shall install in the Leased Premises, and maintain in proper working order, manual canister or other type of portable fire extinguishers suitable in size and type to the Landlord, and/or any other similar equipment as may be required by the carriers of insurance on the Shopping Centre or the Leased Premises or the contents therein for the purpose of protecting same from any loss by fire.

3.04 INSTALLATION AND REMOVAL OF FIXTURES

The Tenant shall perform its leasehold improvements in the Leased Premises, as described in Article 27, in the manner usual for the installation of such trade fixtures and such installation shall be completed without damage to the structure of the Leased Premises or to the heating, ventilating, air-conditioning, plumbing, electrical and other mechanical systems in the Shopping Centre.

3.05 INSTALLATION OF SIGN

The Tenant after first obtaining the written approval of the Landlord to the specifications, design, size, location and method of installation (which matters shall be wholly within the discretion of the Landlord's Architect, such discretion not to be unreasonably withheld), shall at the expense of the Tenant install, maintain and operate during such reasonable hours as the Landlord may determine a suitable illuminated sign or other illuminated advertising material on the exterior of the Leased Premises, which sign shall remain the property of the Tenant. Tenant reserves the right to either remove or leave their signage at the end of their Term. In addition, Tenant reserves right, with Landlord's prior

approval (such approval not to be unreasonably withheld), to install temporary signage at temporary training location and interview space within Shopping Centre and at a prior approved location for notification purposes to potential employees of Tenant's presence prior to Lease Commencement. The Tenant shall make good any damage or injury caused to the Leased Premises resulting from such sign installation and removal.

Initials

Landlord Tenant

ARTICLE FOUR
RENTAL

4.01 UNDERTAKING TO PAY RENTAL

The Tenant undertakes and agrees to pay to the Landlord, or as the Landlord may in writing direct, during the Term, without any set-off, compensation or deduction whatsoever, save as otherwise herein provided, rental comprised as follows:

(I) MINIMUM RENTAL

A minimum rental (herein called "Minimum Rental") per annum during each Lease Year of SIX DOLLARS AND SEVENTY FIVE CENTS (\$6.75) PER RENTABLE SQUARE FOOT which with the approximate rentable square feet outlined in Section 1.01 equals TWO HUNDRED SEVENTY SIX THOUSAND EIGHT HUNDRED AND SEVENTY EIGHT AND 25/100 DOLLARS (\$276,878.25) in equal monthly installments payable on the first day of each month in advance, of TWENTY THREE THOUSAND AND SEVENTY THREE AND 19/100 DOLLARS (\$23,073.19) each, commencing on April 1st, 2006.

(II) ADDITIONAL RENTAL

Gross Leasable Area of the Shopping Centre is 95,343 Square Feet

An additional monthly charge commencing on April 1st, 2006, (herein called Additional Rental) TWO DOLLARS AND FOUR CENTS (\$2.04) PER RENTABLE SQUARE FOOT which with the approximate rentable square feet outlined in Section 1.01 equals SIX THOUSAND NINE HUNDRED SEVENTY THREE AND 23/100 DOLLARS (\$6,973.23) per calendar month payable in advance to cover the following costs, including without limitation to:

- a) Maintenance, cleaning, snow removal and lighting of the Parking lot;
- b) Maintenance, cleaning, heating and air-conditioning of the enclosed Mall;
- c) Administration;

- d) Pest Control (in accordance with Section 21.09 of this Lease);
- e) General and preventive maintenance on all heating, ventilation and air conditioning (HVAC) units supporting the Leased Premises, but not replacement;

The Additional Rental is based on the actual expenses for the year immediately preceding the Commencement Date of this Lease. The Tenant agrees that on each succeeding first day of January thereafter, this amount shall be increased or decreased, as the case may be, for the year immediately following, by an amount proportional to the increase or decrease of the actual expenses over the said first day of January.

Notwithstanding the foregoing, should any Taxing Authority decree that the Landlord must pay a certain tax normally paid by the Tenant, or should the method of collection of certain taxes be altered from the previous Taxation Year to render the Landlord responsible rather than the Tenant, or should the system of real estate taxation shall be altered or varied from the previous Taxation Year and any one tax, assessment or other levy shall be levied or imposed on the Shopping Center or the revenues therefrom or the Landlord in substitution for and/or in addition to any Taxes presently levied or imposed, then the Tenant shall reimburse the Landlord for any sum claimed from the Landlord by the Taxing Authority.

(III) FURTHER CHARGES

Any and all other or further amounts which may at any time or times during the Term be or become payable or reimbursable by the Tenant to the Landlord under this Lease, and whether qualified as Additional Rental or otherwise, shall be paid or reimbursed by the Tenant to the Landlord within 10 business days after written receipt and documentation of said requested payment.

Initials

Landlord Tenant

4.02 PLACE OF PAYMENT OF RENTAL

The Tenant shall pay the rental and other charges herein stipulated without demand or other formality at the office of the Landlord at the address specified or designated in or pursuant to Article 20.

4.03 RENTAL FOR IRREGULAR PERIODS

All rental reserved herein, including, without limiting the generality of the foregoing, Minimum and Additional Rental, shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate rental for irregular periods of less than one year an appropriate pro-rata adjustment shall

be made on a daily basis in order to compute rental for such irregular period.

4.04 CURRENCY

All payments required to be made by this Lease shall be paid in lawful money of Canada (Canadian currency).

ARTICLE FIVE
CONDUCT OF BUSINESS

5.01 USE OF PREMISES

The Tenant will not use or occupy the Leased Premises or any part thereof for any purpose other than the operation of the business of a call center, at Hawkesbury, Province of Ontario, under the name of StarTek Canada Services Ltd. So long as Tenant has met the obligations of this Lease and is not in default, Landlord will not allow another Call Center/Customer Service Center Operator to occupy space in the Hawkesbury Mall during the duration of Tenant's master lease or during the term of any extension periods.

5.02 TEMPORARY PREMISES

Landlord agrees to provide to Tenant space designated for temporary occupancy within the Shopping Centre for recruitment, interviews, training and other approved functions and as designated as a shaded area in Exhibit A-1. Tenant agrees to pay for their public utilities, such as gas and electricity, that the Tenant shall use during their occupancy of the Temporary Premises. Such occupancy of the former A & P location within the Shopping Centre shall be made available to Tenant "as is" no later than February 1st, 2006. Landlord grants Tenant the ability to use the Temporary Premises until April 30, 2006 at which point Tenant shall vacate the Temporary Premises. Tenant agrees, at the end of their occupancy of the Temporary Premises, to restore the Premises to their condition when received.

5.02 REMOVED due to Retail Verbiage

5.03 CONTINUANCE OF BUSINESS

The Tenant shall not leave said Leased Premises unoccupied or vacant, but shall continuously during the entire Term of his Lease conduct and carry on in the Leased Premises the type of business for which the Leased Premises are leased as outlined in Section 5.01.

Initials

Landlord Tenant

5.04 DAYS AND HOURS OF OPERATION

At the Tenant's sole discretion the Tenant shall have the ability to keep the Premises open continuously, 7 days per week, 365 days per year with shift work being permissible

ARTICLE SIX
REPAIRS

6.01 TENANT REPAIRS

a) The Tenant shall at its own expense keep its Leased Premises and all of the Tenant Improvements in Exhibit-B, including but not limited to the interior of the Leased Premises and the Tenant shall perform all Tenant's maintenance, repairs or replacements which, without limiting the foregoing shall include repairing broken floors, maintaining all partitions, fixtures, plumbing and electrical wiring, equipment and appurtenances thereof (including lighting fixtures) in good order, condition and repair. Landlord will be responsible for the replacement of all heating, ventilation and air conditioning (HVAC) units servicing the Leased Premises at their sole cost and expense. It is understood by all parties that the general and preventive maintenance of said HVAC unit be a recoverable expenses from the Tenant in accordance with Section 4.01(II) Additional Rental.

b) The Tenant shall protect from frost all pipes, water closets, sinks and accessories thereof in and about the Leased Premises and shall keep the same free from all uncleanness or obstruction that might prevent the free working of the same and shall bear the cost of the repairs necessary to keep the same in perfect working order during the term of this Lease, on pain of all costs and damages and without any recourse against the Landlord.

6.02 MAKING OF TENANT REPAIRS

The Tenant shall, when necessary and, whether upon receipt of notice from the Landlord or not, effect and pay for such maintenance, repairs, replacements or decoration as may be the responsibility of the Tenant under this Lease by the use of contractors or other qualified workmen designated or approved by the Landlord in writing; in the event that the Tenant fails to comply with the Landlord's request to effect repairs, replacements or maintenance within the time provided for by the Landlord, then the Landlord may cause such repairs, replacements or maintenance to be undertaken and add the cost thereof plus a charge of 10% for supervision to the next monthly installment of rental each of which may be collected in the same manner as arrears of rental. In the event of any alterations or repairs carried out by the Tenant, its contractors or sub-contractors must carry such Workmen's Compensation or General Liability and Property Damage Insurance for the protection of the Landlord, as the Landlord may reasonably require, and must display evidence to the Landlord of such insurance before work is commenced.

Initials

Landlord Tenant

6.03 DELIVERY OF PREMISES IN REPAIR

At the end of the Term, the Tenant will deliver to the Landlord vacant and clean possession of the Leased Premises, interior of the Premises only, in the condition in which the Tenant is required to maintain the Leased Premises, normal wear and tear due to age excepted. No restoration clause or obligations will apply to Tenant. Tenant reserves the right, per Section 11.02 INSTALLATION OF SPECIAL EQUIPMENT, to install a generator and/or UPS outside of Tenant's Leased Premises. Tenant will remove this equipment at the end of their Lease, no restoration clause will apply and said equipment will remain the property of the Tenant. The Tenant shall surrender and yield the Leased Premises and all Tenants' Improvements made in accordance with Article 27 to the Landlord, without compensation, subject to normal wear and tear due to age excepted with the exception of Tenant's furniture, fixtures and equipment which shall not be surrendered to Landlord. Tenant shall make a good faith effort to not damage the Premises upon their removal of said furniture, fixtures and equipment. The Tenant undertakes not to demolish said Tenants' Improvements made in accordance with Article 27.

6.04 INSPECTION OF REPAIR BY LANDLORD

The Landlord and any employee, servant or agent of the Landlord shall be entitled, at anytime and from time to time, during business hours, to enter and examine the state of maintenance, repair, decoration and order of the Leased Premises, all equipment and fixtures within the Leased Premises and any improvements now or hereafter made to the Leased Premises and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs, replacement or decoration as may be found necessary from such examination: the failure of the Landlord to give such notice shall not however relieve the Tenant from its obligations to maintain, repair, decorate and keep the Leased Premises and appurtenances in good order as a careful owner would do and to make such replacements as may be necessary. Landlord is obligated to restore, repair, replace and maintain all parts of the Shopping Centre and all heating, ventilation and air condition (HVAC) units systems serving the Premises that the Tenant is not obligated to restore, repair, replace and maintain themselves as outlined in this Lease, save and except for any and all work as described in Article 27 for which the Tenant is solely responsible to restore, repair, replace and maintain during this Lease, to the complete exoneration of the Landlord.

6.05 MAJOR REPAIRS

Should any "major repairs" such as repairs to the roof, the structure and/or to the foundations of the Shopping Center on or about the Leased Premises become or be deemed necessary by the Landlord, the Tenant shall permit the same to be performed so long as Tenant has been informed of such repairs and so long as those repairs do not impair or interrupt Tenant's business operations. There

shall be no abatement in rent provided that such repairs are made with reasonable promptness and so long as those repairs do not impair or interrupt Tenant's business operations, Tenant shall act reasonably.

Initials

Landlord Tenant

6.06 DAMAGE TO LEASED PREMISES BY FIRE

In the event that the Leased Premises are wholly or partially destroyed by fire, or by other peril, against which the Leased Premises are insured, this Lease shall continue and shall remain in full force and effect throughout the remainder of the Term, provided, at the option of the Landlord;

a) That the Landlord notifies the Tenant within ninety (90) days of the occurrence of the destruction that it will repair or rebuild or not repair and/or not rebuild the same;

b) That the Landlord commences repair or reconstruction of the destruction within one hundred and twenty (120) days of the destruction and completes said repair or reconstruction with reasonable promptness. Such repair, reconstruction or rebuilding of Tenant's Leased Premises shall be representative of its original state prior to the damage. The Tenant shall be responsible for reconstruction of its own improvements, as more fully described, in Article 27 attached hereto, to the complete exoneration of the Landlord.

Subject to the foregoing, the rent shall abate commensurate with the destruction until the Landlord notifies the Tenant that the Leased Premises are ready for occupation.

c) It is understood and agreed that nothing contained in this Article shall obligate the Landlord to rebuild the Leased Premises or any part thereof according to the original plans and specifications. In the event that the Landlord notifies the Tenant of said decision not to repair and/or rebuild the Leased Premises, this Lease shall terminate upon Landlord's written notification of said intent and Tenant shall be relieved of any future obligation to pay rent under this Lease.

6.07 DAMAGE TO SHOPPING CENTRE BY FIRE

a) In the event of damage to or destruction of the Shopping Centre by fire, lightning tempest or other casualty so that the Leased Premises are wholly unfit for the business of the Tenant or partially unfit for the business of the Tenant, the Lease shall not be terminated but the rental provided to be paid hereunder or a proportionate part thereof shall be abated until the Shopping Centre shall have been rebuilt or the Leased Premises made fit for the business of the Tenant, whichever is earlier; such abatement shall be in an amount to be

reasonably decided by the Landlord having regard to the nature and extent of such damage or destruction.

b) In the event of damage to 50% or more of the area of the buildings forming part of the Shopping Centre or destruction of the Shopping Centre, the Lease may be terminated, at the option of the Landlord - such option not to be unreasonably withheld, by the Landlord giving to the Tenant, within 90 days after the occurrence of such damage to or destruction of the Shopping Centre notice in writing of the termination of the Lease and thereupon rental and all other payments for which the Tenant is liable under the Lease shall be apportioned and paid to the date of the occurrence of such damage or destruction and the Tenant shall immediately upon receipt of such notice make the payment required and deliver up possession of the Leased Premises to the Landlord; provided however, that such termination shall not affect the obligations of any Guarantor to the Landlord arising from obligations of the Tenant existing prior to the date such notice of termination is given.

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c) In the event of damage to or destruction of the Tenant's employee parking area leaving said parking areas unusable to Tenant (but the Leased Premises is functional and operational), Landlord will use its best efforts to work with the City of Hawkesbury and/or any private third party in cooperation with Tenant and other appropriate parties to find adjacent alternate parking on a temporary basis at no cost to Tenant until usage of such designated parking is restored.

d) It is understood and agreed that nothing contained in this Article shall obligate the Landlord to rebuild the Shopping Centre or any part thereof according to the original plans and specifications.

6.08 LANDLORD'S RIGHT TO ENTER FOR REPAIRS

The agents and representatives of the Landlord shall have the right to enter the Leased Premises at all times during business hours to examine the same or to make such alterations or repairs as they shall deem necessary for the safety or preservation or proper administration or improvement of the Leased Premises and of the Shopping Centre, and of the leasable premises adjoining the Leased Premises. Such entry shall be deemed not to be an interference with the tenant's possession under the Lease.

ARTICLE SEVEN
PARKING COMMON AREAS AND FACILITIES

7.01 TENANT'S USE OF PARKING AREAS

a) The employees of the Tenant shall be entitled, during the Tenant's 24/7,

365 days per year business hours, to the use of the Tenants designated parking areas of the Shopping Center.

b) The Tenant, its employees, suppliers and other persons having business with the Tenant shall be prohibited from using any part of the customer parking areas as such may be designated and changed from time to time by the Landlord; tenant and employee parking shall be limited to specified places, arranged so as to cause minimal interference to business within the Shopping Centre, but shall in no event total less than 400 designated parking spaces for Tenant's sole use. Parking shall be regulated by the Landlord in a reasonable manner and the Tenant and its employees, suppliers and other persons not customers shall abide by such regulations as may from time to time be established by the Landlord. If requested by the Landlord the Tenant shall supply its employees' automobile license numbers to the Landlord.

c) Should employees of the Tenant park their automobiles in areas not allocated for that purpose, the Landlord shall, for the first offence of any employee of the Tenant, notify Tenant promptly and provide adequate time for the Tenant to remove the said trespassing vehicles. Should the Tenant not remove said vehicle within 3 hours of notification, the Tenant will pay the costs of such removal. For the second offence of any employee of the Tenant and any other contravention to the designated parking spaces, the Landlord shall be allowed to remove any and all vehicles, the whole without any prior notice to the Tenant and/or to its employees, and the Tenant shall pay to the Landlord the cost of said removal and a fine of FIVE HUNDRED DOLLARS (\$500.00) per car removed.

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Landlord Tenant

d) Tenant's designated parking, as outlined in Exhibit "C", shall be clearly denoted and designated for Tenant's exclusive usage.

7.02 CONTROL OF COMMON AREAS AND FACILITIES

The Landlord will, at all times, have the right of control over the Common Areas and Facilities, and if applicable of the enclosed mall on which the Leased Premises open. Such control of the mall applies to signs, use of show windows, and general tenant publicity visible from the mall, as well as to the use made by the tenants and/or the public of this mall. The Landlord has the right to close the Shopping Centre mall to the public, at his sole option, outside regular business hours, Sundays and holidays included. Such closings of the Shopping Centre Mall itself shall not affect or prohibit Tenant from access to and use of their Leased Premises as outlined in Section 5.04.

7.03 REMOVED

7.04 CHANGES TO COMMON AREAS AND FACILITIES

Nothing contained in this Lease shall be construed so as to prevent or in any way restrict the Landlord from altering the location of common areas and facilities from time to time or from erecting additional buildings or extending existing buildings and the Landlord may make such changes or additions to the Shopping Centre as in its sole discretion the Landlord may consider necessary or desirable. Such changes to common areas and facilities shall not prohibit, disrupt or restrict access to Tenant's Leased Premises.

7.05 MAINTENANCE OF COMMON AREAS AND FACILITIES

The Landlord shall, during the Term insure, operate, maintain, light and clean the Common Areas and Facilities and if applicable heat and air condition the enclosed Mall.

ARTICLE EIGHT ASSIGNMENT SUB-LETTING

8.01 CONSENT REQUIRED

The rights of the Tenant under this Lease shall not be transferred, assigned or sold and the Tenant shall not sublet the whole or any part of the Leased Premises to any party without, in either case, the prior written consent of the Landlord which consent shall not be unreasonably withheld.

8.02 LIABILITY FOLLOWING ASSIGNMENT

Any such transfer, assignment, sub-leasing, or otherwise, shall be subject to all the terms and conditions of this Lease and the Tenant will remain jointly and severally liable with any such transferee, assignee, or sub-tenant, without benefit of division or discussion and whether such joint and several responsibility be mentioned or not in any consent to such transfer, assignment or subleasing, unless the Landlord shall have waived in writing its rights under this Article 8.02.

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Landlord Tenant

ARTICLE NINE INSURANCE

9.01 TENANT INSURANCE

The Tenant shall take out and keep in force during the Term, insurance upon all glass and plate glass in the Leased Premises, whether provided by the Landlord or the Tenant, and property damage and public liability insurance all in amounts and with policies in form satisfactory from time to time to the Landlord with

insurers acceptable to the Landlord. Each such policy shall name the Landlord as an additional insured as its interest may appear and in the case of such public liability insurance as between the Landlord and the Tenant; the cost or premium for each and every such policy shall be paid by the Tenant. The Tenant shall obtain from the insurers under such policies undertaking to notify the Landlord in writing at least ten (10) days prior to any cancellation thereof. The Tenant agrees that if the Tenant fails to take out or to keep in force such insurance, the Landlord will have the right to do so and to pay the premium therefor and in such event the Tenant shall repay to the Landlord the amount paid as premium which repayment shall be deemed to be Additional Rental payable on the first day of the next month following the said payment by the Landlord. The Tenant shall take out and keep in force during the term hereof fire insurance covering his stock-in-trade, furniture, fixtures and improvements in an amount equal to the full insurable value thereof.

9.02 NO INCREASE IN INSURANCE

The Tenant will not upon the Leased Premises do or permit to be done, or omit to do anything which shall cause or have the effect of causing the rate of insurance upon the Shopping Centre or any part thereof to be increased and if the insurance rate shall be thereby increased, at any time during the Term, because of the actual use and occupancy of the Leased Premises by the Tenant or the nature of the Tenant's business, the Tenant shall pay to the Landlord as Additional Rental the amount by which the insurance premiums shall be so increased. The Tenant will not store or permit to be stored upon or in the Leased Premises anything that is not offered or to be offered for sale in the Leased Premises nor anything of a dangerous, inflammable or explosive nature nor anything which would have the effect of increasing the Landlord's insurance costs or of leading to the cancellation of such insurance. In such event the Landlord may at its option and at the expense of the Tenant enter upon the Leased Premises and rectify the situation causing such cancellation or rate increase.

9.03 PAYMENT OF INSURANCE BY TENANT

The Tenant shall pay to the Landlord as Additional Rental hereunder a proportionate share of the annual aggregate of the premiums for fire, rental, boiler, liability and similar other insurance upon the Shopping Centre or any part thereof at any time or times during the Term hereof, such proportionate share being the proportion that the Area of the Leased Premises bears to the Gross Leasable Area in the Shopping Centre.

9.04 EVIDENCE OF TENANT INSURANCE

The Tenant agrees to produce to the Landlord, upon demand, evidence of any insurance it is obligated to maintain under the provisions of the Lease.

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Landlord Tenant

ARTICLE TEN
TENANT ALTERATIONS

10.01 PERMISSIBLE TENANT ALTERATIONS

10.01 The Tenant may at any time and from time to time as its expense, paint and decorate the interior of the Leased Premises and make such changes, alterations, additions and improvements, in and to the Leased Premises as will in the judgment of the Tenant better adapt the Leased Premises for the purpose of its business; provided, however, that no changes, alterations, additions or improvements to the structure, any perimeter wall, the store front, the heating, ventilating, air-conditioning, plumbing, electrical or mechanical equipment or the concrete floor or the roof or ceiling shall be made without the prior written consent of the Landlord, or without the use of contractors or other qualified workmen to be approved by the Landlord, such approval not to be unreasonable withheld. All changes, alterations, additions and improvements, whether structural or otherwise, shall comply with all applicable statutes, regulations or by-laws of any municipal, provincial or other governmental authority. The Tenant shall pay to the Landlord the amount of the increase for any insurance coverage and/or realty taxes to the extent that such increase is directly attributable to any action by the Tenant under this paragraph. At the end of the Term all changes, alterations, additions and improvements made to or installed upon or in the Leased Premises and which in any manner are attached in, to, or under the floors, walls or ceilings shall remain upon and be surrendered to the Landlord with the Leased Premises as a part thereof, without disturbance, molestation or injury and shall be and become the absolute property of the Landlord without any payment or indemnity by the Landlord or any third party to the Tenant.

10.02 PROHIBITIONS

The Tenant, or its employees, agents or representatives, is expressly prohibited from entering upon the roof of the Shopping Centre, for any reason whatsoever. Without limiting the foregoing, the Tenant shall not make any repairs, openings or additions to any part of the exterior of the Leased Premises, nor place any attachments, decorations, signs or displays in any mall or on the roof, without the written consent of the Landlord, failing which the Tenant will be held fully responsible for all ensuing costs and damages, whether to remove such items or to effect repairs needed as a result of such acts.

10.03 TENANT INSTALLATIONS

- a) The Tenant shall not overload any floor of the Leased Premises nor shall it hang or suspend from any wall or ceiling or roof or other part of the Shopping Centre any of its equipment or fixtures.
- b) If the Tenant installs any electrical equipment which overloads the

electrical facilities, it shall at its own expense, make whatever changes are necessary to comply with the requirements of the Governmental authorities having jurisdiction and of the Insurers of the Shopping Centre, but not until it first submits to the Landlord plans and specifications for the required work and obtains the Landlord's written approval to perform same, such approval not to be unreasonably withheld.

c) The Tenant shall not erect, install, display, inscribe, paint or affix any sign, lettering or advertising medium to, upon or above the exterior of the Leased Premises nor to the interior glass surface of any show-window or door.

d) The Tenant shall not install any exterior lighting or awnings or decorations or painting or erect fences, nor shall the Tenant install any radio or television antenna, loud speakers, or similar devices on the roof or exterior walls of the Shopping Centre.

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Landlord Tenant

ARTICLE ELEVEN
HEATING, AIR CONDITIONING

11.01 LANDLORD TO HEAT AND AIR-CONDITION

a) The Landlord shall heat the enclosed Mall during all hours when heat is necessary. The Landlord shall supply adequate heating in such a manner as to keep the Leased Premises reasonably warm when it is required and the Tenant shall pay the utility costs for said heat for their Leased Premises, based on Tenants hours of operation as outlined in Article 5.04 except during the making of repairs; but should the Landlord make default in so doing, it shall not be liable for indirect or consequential damage or damages for personal discomfort or illness.

b) The Landlord shall supply adequate cooling in such a manner as to keep same reasonably cool during the months of May to September and the Tenant shall pay the utility costs for said air-conditioning of the Leased Premises for all hours when cooling is necessary based on Tenants hours of operation as outlined in Article 5.04. The Landlord shall air condition the enclosed Mall, except during the making of repairs; but should be Landlord make default in so doing, it shall not be liable for indirect or consequential damage or damages for personal discomfort or illness.

c) Payment for the above services on the part of the Tenant shall be paid by the Tenant to the appropriate providers of said services.

d) Tenant's electricity and gas shall be separately metered from other Shopping Centre Tenants. Tenant shall pay said electricity and gas costs, but

Landlord shall pay any costs associated with separately metering Tenant's Leased Premises if said separate metering is not currently in place.

11.02 INSTALLATION OF SPECIAL EQUIPMENT

Any special or separate or additional ventilating systems and/or heating and/or air-conditioning capacities required by the Tenant, because of its installations and/or use of the Leased Premises, in addition to the Landlord's standard ventilation, heating and air-conditioning systems and/or capacities, shall be installed and/or paid for by the Tenant, with the design, location and method of installation of such equipment being satisfactory to, subject to the prior written approval of the Landlord, such approval not to be unreasonably withheld. Tenant reserves the right, at their sole cost and expense, to install a generator and/or UPS system outside of Tenant's Leased Premises; such space shall be provided at the exterior perimeter of the building or within the Shopping Centre's exterior parking lot by Landlord for such installation for the Term of Tenant's Lease at no cost to Tenant.

Initials

Landlord Tenant

ARTICLE TWELVE
UTILITIES, TENANT'S TAXES, REALTY TAX INCREASES

12.01 TENANT'S TAXES AND UTILITIES

a) The Tenant shall pay for its electricity, gas and telephone and all business taxes, water and garbage taxes, licenses, rates and other charges levied or assessed on or in respect of or in relation to the business carried on by and/or the assets of the Tenant within the Leased Premises, including municipal and school taxes on improvements made by the Tenant to the Leased Premises, whether such taxes or charges are charged to the Landlord or to the Tenant. In the event of the Tenant failing to pay for such utilities and/or for any such taxes, licenses, rates or charges which it has herein covenanted to pay and which shall constitute a lien or charge upon the Leased Premises or the contents, or the Shopping Centre, the Landlord, if such default is not cured after giving ten (10) days notice to the Tenant, may pay all or any of the same and all of such payments so made shall constitute rental forthwith payable with interest at the rate of one percent (1%) per annum above the prime rate of Bank Interest then in effect from the date of each such payment until fully paid; provided, however, that where there is a bona fide dispute of the amount or propriety of any payment alleged to be due from the Tenant, and forfeiture will not result from non-payment, the Landlord shall not pay the same until such dispute has been resolved by either agreement of the Tenant, or by the decision of a competent authority whichever is earlier in date; whereupon such period of ten (10) days will commence on the date of such agreement or decision.

ALLOCATION OF TAXES

b) If a separate allocation of Taxes is not issued by the relevant Taxing Authority with respect to any Tenant improvement of the Leased Premises, the Landlord or the Tenant may from time to time apply to the Taxing Authority for a determination of the Taxes attributable to such Tenant improvement, which determination shall be conclusive for the purposes of this Article. In the event that no such determination may be obtained from the Taxing Authority, the Landlord shall establish the Taxes attributable to such Tenant improvement using the then current established principles of assessment used by the Taxing Authority, and if possible, retain for that purpose at its expense an official of the Taxing Authority, which determination shall be conclusive and binding between the parties hereto.

TENANT TO REIMBURSE

c) The Tenant agrees to reimburse the Landlord for any of the utilities and/or Tenant Taxes or share thereof which have been paid by the Landlord for account or on behalf of the Tenant within then (10) days after being so notified in writing.

12.02 TAXES

In this Lease, a) TAXES

"Taxes" mean all taxes imposed, levied or assessed upon or in respect of the Shopping Centre or any portion thereof by any Taxing Authority, and include, without any limitations, all municipal, school and special taxes, but exclude the taxes payable by the Tenant pursuant to Article 12.01 hereof;

b) TAXATION YEAR

"Taxation Year" means the year used by each Taxing Authority for the purpose of levying, imposing or assessing Taxes;

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Landlord Tenant

12.03 PAYMENT OF TAXES BY LANDLORD

Subject as hereinafter provided, the Landlord shall be responsible, in each Taxation Year, for the payment to the relevant Taxing Authorities of all Taxes charged in respect of the Shopping Centre.

12.04 PAYMENT OF TAXES BY TENANT

a) The Tenant shall pay to the Landlord a proportionate share of the amount

of Taxes applicable to the Shopping Centre in each Taxation Year, such proportionate share being the proportion that the Area of Leased Premises bears to the gross Leasable Area in the Shopping Centre.

b) In the event the Leased Premises are separately assessed, then the Tenant shall pay all Taxes thereon plus a proportionate share of the amount of Taxes applicable to the Common Areas and Facilities in each Taxation Year, such proportionate share being the proportion that the Area of the Leased Premises bears to the gross Leasable Area in the Shopping Centre.

c) Tenant's proportionate share shall be paid in 12 monthly installments in advance in an amount and at a time to be established by the Landlord. The monthly installment should not exceed 1/12th of the Tenant's share for the last Taxation Year and the time of payment of the last installment should correspond with the due date for payment of Taxes to the Taxing Authorities for the next Taxation Year.

d) Upon receipt of all Tax bills attributable to any Taxation Year during the Term, the Landlord shall furnish the Tenant with a written statement of the actual amount of the Tenant's proportionate share. If the amount paid by the Tenant under this section for any Taxation Year shall be less than the actual amount due from the Tenant for such year, then the Tenant shall pay to the Landlord the difference between the amount paid and the actual amount due, such deficiency to be paid within ten (10) days after demand therefor by the Landlord. If the Total amount paid shall exceed such actual amount due, such excess shall promptly be refunded by the Landlord to the Tenant.

e) Should the Lease Year commence or expire or be terminated on a different date than the Taxation Year, all the amounts payable under this Article shall be apportioned on a per diem basis.

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Landlord Tenant

ARTICLE THIRTEEN
EXCLUSION OF LIABILITY

13.01 PROPERTY OF TENANT

The Landlord, its agents, servants and employees shall not be liable for damage or injury to any property of the Tenant which is entrusted to the care or control of the Landlord, its agents, servants or employees, unless caused by willful act or gross neglect of Landlord.

13.02 DAMAGES OR INJURY TO TENANT

The Landlord, its agents, servants and employees shall not be liable nor

responsible save for its or their own negligence, for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent or customer of the Tenant or any other person who may be upon the Leased Premises or for any loss or damage or injury to any property belonging to the Tenant, or to its employees or to any other person while such property is on the Leased Premises, and the Tenant shall indemnify and save harmless the Landlord from and against any and all manner of actions or causes of action, damages, loss, costs or expenses which the Landlord may sustain, incur or be put to by reason of any personal or consequential injury to any person as aforesaid who may be upon the Leased Premises or any loss of or damage or injury to any property belonging to any person as aforesaid while such property is on the Leased Premises, and in particular (but without limiting the generality of the foregoing) the Landlord shall not be liable for any damage or damages of any nature whatsoever to any such property caused by the failure by reason of a breakdown or other cause, to supply adequate drainage, snow or ice removal, or by reason of the interruption of any public utility or service or in the event of steam, water, rain or snow which may leak into, issue or flow from any part of the Shopping Centre or from any other place or quarter or for any damage caused by anything done or omitted by any tenant, unless caused by willful act or gross neglect of Landlord, but the Landlord shall use all reasonable diligence to remedy such condition, failure or interruption of service when not directly or indirectly attributable to the Tenant, after notice of same, when it is within its power and obligation so to do. Nor shall the Tenant be entitled to any abatement of rental in respect of any such condition, failure or interruption of service.

13.03 DAMAGES FOR ENTRY BY LANDLORD

The Landlord, its agents, servants, employees or contractors shall not be liable for any damage suffered to the Leased Premises or the contents thereof by reason of the Landlord, its agents, servants, employees or contractors entering upon the Leased Premises to undertake any examination thereof or any work therein or in the case of any emergency, unless caused by willful act or gross neglect of Landlord.

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Landlord Tenant

ARTICLE FOURTEEN LEGAL RELATIONSHIP

14.01 RELATIONSHIP OF PARTIES

It is understood and agreed that nothing contained in the Lease nor in any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord, Tenant and, if applicable, Guarantor.

14.02 SEVERAL TENANTS

Should the Tenant comprise two or more persons each of them, and not one for the other or others, shall be jointly and severally bound with the other or others for the due performance of the obligations of the Tenant hereunder, without the benefits of division and discussion or compensation. Where required by the context hereof the singular shall include the plural and the masculine gender shall include either the feminine or neuter genders, as the case may be, and vice-versa.

14.03 SUCCESSORS ASSIGN ETC.

Subject to the provision of the Lease respecting assignment by the Tenant, this Lease shall enure to the benefit of and be binding upon the Landlord, its successors and assigns and the heirs, executors, administrators and other personal legal representatives, successors and assigns of the Tenant and Guarantor, if any.

14.04 MANAGEMENT OF SHOPPING CENTRE

The Tenant acknowledges to the Landlord that the Shopping Centre may be managed or operated by any party other than the Landlord as the Landlord may in writing designate, and to all intents and purposes any manager of the Shopping Centre, so designated, shall be the party at the Shopping Centre authorized to deal with the Tenant. Should the Shopping Centre change ownership or management during the term of Tenant's lease, this Lease remains in effect and binding to all new parties to the ownership structure. Tenant shall be notified in writing at the time of ownership transfer and shall be provided contact information for said new ownership.

ARTICLE FIFTEEN
LANDLORD'S REMEDIES AND RIGHTS

15.01 LANDLORD'S RIGHT TO RELET IN CASE OF VACANCY

In case the Leased Premises shall be deserted or vacated for a delay of NINETY (90) days, then, the Landlord shall have the right, if it thinks fit and so long as it complies with the laws of Ontario, to enter the same, as the agent of the Tenant either by force or otherwise without being liable to any prosecution therefore, and to relet the said premises as the agent and at the risk of the said Tenant and to receive the rent therefor. Landlord to provide notice and cure of any default before Landlord exercises its remedies by providing 30 days written notice of Landlord's intent. Said notice shall go to STARTEK CANADA SERVICES LTD. attn: VP of Real Estate 44 Cook Street Denver CO 80206 OFFICE: (303)-399-2400 FAX: (303)- 388-9795. Landlord acknowledges that Tenant's business may be cyclical with ramp-ups and ramp downs of business.

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15.02 REMEDIES OF LANDLORD

If and when the rent hereby reserved shall not be paid on the day appointed for payment thereof, or in case of non-payment of any other sums which the Tenant, under any provision hereof has agreed to pay, or in case the said premises shall be vacated or become vacant or remain unoccupied, or be not used for the purposes herein permitted, or in case this Lease, or any goods and equipment of the Tenant, shall be taken in execution or in attachment, or if a writ of execution shall issue against the goods or equipment of the Tenant; or if the Tenant shall make an assignment for the benefit of its creditors, or become bankrupt or insolvent, or take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or make a proposal, or shall not observe, perform and keep all and every of the covenants, agreements, provisions, stipulations and conditions, herein contained, to be observed, performed and kept by the Tenant or attempt to move its belongings out of the Leased Premises, the full amount of the current month's rent and the next three (3) months rent shall immediately become due and payable and the Landlord may immediately distrain for same together with any arrears then unpaid and this Lease shall immediately, at the option of the Landlord, become forfeited and determined, and the Landlord, may, without notice or any form of legal process, forthwith re-enter upon and take possession of the Leased Premises and remove the Tenant's effects therefrom, any statute or law to the contrary notwithstanding; the whole without prejudice to, and under reserve of, all other rights and recourses of the Landlord to claim any and all losses and damages sustained by the Landlord by reason of or arising from any default of the Tenant. Landlord to provide notice and cure of any default before Landlord exercises its remedies.

15.03 PAYMENT OF LANDLORD'S EXPENSES

If at any time an action is brought for recovery of possession of the Leased Premises, for the recovery of rental or any other amount due under the provisions of this Lease, or because of a breach by act or omission of any other covenant herein contained on the part of the Tenant, and a breach is established, the Tenant shall pay to the Landlord all expenses incurred therefore, including Attorney's fees.

15.04 RIGHT OF LANDLORD TO PERFORM TENANT COVENANT

a) All covenants and terms herein contained to be performed by the Tenant shall be performed by it at its expense and if the Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect or refusal of the Tenant to perform such covenant or term, or if the Tenant fails to pay any moneys due by it to the Landlord hereunder, the sum or sums of money so paid by or owing to the Landlord shall be considered as Additional Rental and shall be payable by the Tenant to the Landlord on the first day of the month next succeeding such payment.

b) All sums, in addition to the Minimum Rental payable hereunder by the Tenant are hereby deemed and declared to be Additional Rental under the terms of this Lease. If the Tenant shall fail to pay, when the same is due and payable, any Rent or any Additional Rent, the Landlord shall have the right to charge the amount due plus interest at an annual percentage rate of 10% for as long as the overdue account remains outstanding. The foregoing shall not relieve the Tenant from its obligation to pay the rent and other charges on the respective due date, nor does it constitute a waiver of any of Landlord's rights and remedies under the Lease.

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15.05 NO WAIVER BY LANDLORD

a) The subsequent acceptance of rent hereunder by the Landlord shall not be deemed a waiver of any preceeding breach of any obligation hereunder by the Tenant other than the failure to pay the particular rent so accepted. The waiver of any breach of any covenant, term or condition by the Landlord herein shall not constitute a waiver of any other breach regardless of the knowledge thereof.

b) No covenant, term or condition of this Lease shall be waived except by written consent of the Landlord and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by the Tenant of the said covenant, term or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence.

c) Any condoning excusing or overlooking by the Landlord of any default, breach or non-performance by the Tenant at any time or times in respect of any payment, covenant, agreement, provisions or conditions contained in the Lease shall not operate as a waiver of the Landlord's rights in respect of any subsequent and/or continuing default, breach or non-performance nor so as to defeat or affect in any way the rights of the Landlord herein in respect of any such subsequent default, breach or non-performance at all times. Time shall be of and continue to be of the essence of the Lease and of all the covenants, agreements, provisions or conditions contained in the Lease.

15.06 LANDLORD'S RIGHT OF SEIZURE

Landlord waives any right to a Landlord's lien on the Tenant's property or right to distrain or otherwise seize said property of Tenant's.

15.07 SERVICE OF PROCESS

Notwithstanding Article 20.01, the Tenant hereby elects domicile at the Leased Premises for the purpose of service or formal receipt of any writs of summons or

other legal documents in any action or proceeding whatsoever by the Landlord to enforce its rights hereunder, or any of them.

ARTICLE SIXTEEN
MORTGAGES, ENCUMBRANCES

16.01 LANDLORD'S RIGHT TO MORTGAGE

The rights of the Landlord under this Lease may be hypothecated, mortgaged, pledged, ceded, charged, transferred or assigned to a purchaser or to an hypothecary creditor or trustee for bond holders and the Tenant agrees that in the event of a sale or of a default by the Landlord under any hypothec, mortgage, trust deed or trust indenture and the purchaser, hypothecary, creditor, mortgagee or trustee, as the case may be, duly entering into possession of the Shopping Centre or the Leased Premises, the Tenant agrees to attorn to and become the Tenant of such purchaser, hypothecary creditor, mortgagee or trustee under the terms of this Lease. The Tenant requires a subordination, non-disturbance and attornment agreement from Landlord's existing lender and any new lender to the property and the Tenant undertakes to pay for all costs related to said subordination.

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Landlord Tenant

16.02 TENANT MAY NOT ENCUMBER

The Tenant covenants that it will not permit, do, nor cause anything to be done to the Leased Premises which would allow any privilege, lien, hypothec, mortgage, pledge, charge or encumbrance of any nature whatsoever to be imposed or to remain upon the Leased Premises or the Shopping Centre. Notwithstanding anything herein contained, the Tenant shall not perform, or cause to be performed, any alterations in the premises, or any repairs thereto, until it has first received waivers of lien from all contractors, sub-contractors and suppliers and submitted same to the Landlord.

ARTICLE SEVENTEEN
MISCELLANEOUS

17.01 CAPTIONS

Any captions appearing in the margin of this Lease have been inserted as a matter of convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision hereof.

17.02 GOVERNING LAWS

The Lease shall be construed and governed by the laws of the Province in which

the Building is situated. Should any provisions of the Lease and/or of its conditions be or become illegal or not enforceable under the laws of such Province, it or they shall be considered separate and severable from the Lease and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto though the said provision or provisions or conditions had never been included.

17.03 EXECUTION OF LEASE

The Landlord shall not be deemed to have made an offer to the Tenant by furnishing to the Tenant a copy of this Lease with particulars inserted; notwithstanding that the first installment of minimum rental may be received by the Landlord when this Lease is received by it for signature, no contractual or other rights shall exist or be created between the Landlord and Tenant until such time as all parties to this Lease have executed the same.

17.04 REPRESENTATION BY LANDLORD

The Tenant acknowledges that there have been no representations made by the Landlord which are not set out in the Lease, and that the Lease constitutes the entire agreement between the Landlord and the Tenant and may be modified except as herein explicitly provided or except by subsequent agreement in writing duly signed by the Landlord and the Tenant and, if applicable, the Guarantor.

Initials

Landlord Tenant

17.05 REGISTRATION OF LEASE

It is an essential condition of this Lease, without which this Lease would not have been executed by the Landlord, that this Lease shall not be registered at length but only by memorial and then only after the form and terms of such memorial have been approved by the Landlord or by its legal counsel. The Tenant shall pay all costs and expenses involved in the registering of this Lease by memorial, including the cost of providing the Landlord with a registered copy of such memorial.

ARTICLE EIGHTEEN

18.01 LANDLORD'S RIGHT TO RELET

The Landlord may at any time within one hundred and twenty (120) days before the end of the Term enter the Leased Premises and bring others at all reasonable hours for the purpose of offering the same for rent, and for that purpose the Landlord may, during such period, place or affix in and upon the Leased Premises such notices, placards or other advertising materials as the Landlord may deem suitable.

ARTICLE NINETEEN

19.01 OVERHOLDING TENANT

In the event the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new lease, there shall be no tacit renewal of this Lease and of the Term hereby granted and the Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, subject to a 30-day notice of termination by the Landlord, at a monthly rent payable in advance on the first day of each month equal to the sum of (i) the monthly Minimum Rental payable during the last month of the Term of the Lease and (ii) the Additional Rental herein specified; and otherwise upon the same terms, conditions and provisions as are set forth in this Lease insofar as the same are applicable to a month-to-month tenancy.

Initials

Landlord Tenant

ARTICLE TWENTY

20.01 NOTICES AND ADDRESSES

Any notice, demand, request or consent required or contemplated by any provision of this Lease to be given or made shall be given or made in writing and delivered or mailed in the case of the Landlord at 8300, Pie-IX, Montreal, Province of Quebec, H1Z 4E8, or to such address as the Landlord shall designate from time to time; and delivered, or mailed as aforesaid, in the case of the Tenant at the address of the Leased Premises. Any such notice, demand, request or consent shall be conclusively deemed to have been given or made on the day on which such notice, demand, request or consent is delivered or, if mailed, then on the next business day following the date of the mailing, as the case may be. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. All payments required to be made by this Lease shall be addressed as provided for in this section unless otherwise directed by the Landlord. All Tenant correspondence shall be directed to: STARTEK CANADA SERVICES LTD. attn: VP of Real Estate 44 Cook Street Denver CO 80206 OFFICE: (303)-399-2400 FAX: (303)- 388-9795

ARTICLE TWENTY ONE
RULES AND REGULATIONS

21.01 CONDITION OF PREMISES

At the sole cost and expense of the Tenant, the Leased Premises shall be kept in

a clean and sanitary condition in accordance with the laws of the Municipality and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the Municipality, other agencies having jurisdiction or the insurers of the Landlord; in the event that the Tenant fails to comply with the foregoing provisions the Landlord may rectify the situation and collect the expense for such work from the Tenant in the same manner as provided for in Article 6.02 for omitted repairs.

21.02 NO NUISANCE

The Tenant shall not use or permit any part of the Leased Premises to be used in such manner as to cause a nuisance nor to cause or permit annoying noises or vibrations or offensive odors. The Tenant agrees that the Landlord shall determine in its own discretion if any such state or condition exists.

21.03 REMOVED/Retail Verbiage

Initials

Landlord Tenant

21.04 OTHER RULES AND REGULATIONS

The Landlord reserves the right to make any such reasonable rules and regulations as in its judgment may, from time to time, be necessary for the proper and successful operation of the Shopping Centre as a whole, for the safety, care and cleanliness of the buildings and for the comfort and convenience of the tenants thereof and for the preservation and good order in the building. Such rules and regulations, however, shall not be inconsistent with the proper enjoyment by the Tenant of the Leased Premises, or with the terms of the present Lease. They shall be mailed by the Landlord to the Tenant for Tenant's review prior to Lease execution and shall be deemed to form part of the present Lease as if recited at length herein and shall be binding upon the parties thereto.

21.05 PUBLIC ORDER

The Tenant shall at all times abide by all laws, rules, regulations, ordinances, provisions and requirements, relating to the Shopping Centre or to the Leased Premises, and shall make a good faith effort to keep the Leased Premises, its employees and clients under its control so as to prevent the performance of any acts or the carrying on of any practices which could damage the Shopping Centre or the Leased Premises or could injure or annoy the other tenants in the Shopping Centre, their employees or the public.

21.06 RECEIVING OF SUPPLIES

All loading and unloading of supplies, fixtures, equipment and furniture shall be made at such hours and in accordance with such rules as the Landlord may prescribe. If the Leased Premises have a rear service door leading to a common truck receiving area, all loading and unloading of merchandise, etc., shall be made only through that rear access.

21.07 REFUSE REMOVAL

The Tenant shall not place or leave or permit to be placed or left in or upon any part of the Shopping Centre outside of the Leased Premises any debris or refuse except as allowed by the Landlord at specific times of pick up and then deposited in areas indicated by the Landlord in proper receptacles provided and placed for that purpose by the Tenant. The Tenant shall pay for the cost of any garbage and refuse removal service required in addition to that provided by the Municipality. Furthermore, any litter, debris or refuse placed or left or dropped in or upon any part of the Shopping Centre outside the Leased Premises by the Tenant or the customers of the Tenant, or as a result of any of the merchandising activities of the Tenant, shall be picked and cleaned up by the Tenant daily, or more often, and in such manner as the Landlord shall determine, failing which the Landlord may do so at the Tenant's expense.

21.08 HANDLING OF GARBAGE

The Tenant shall keep within its premises, in covered fire-proof and vermin-proof containers, all trash and garbage until the appointed day for removal of such, and the Tenant shall not burn or otherwise dispose of any trash or garbage in or about the Leased Premises or anywhere else within the confines of the Shopping Centre.

Initials	

Landlord	Tenant

21.09 PEST EXTERMINATION

The Landlord shall hire and include such cost as additional rent to the Tenant such pest extermination contractor as the Landlord may direct and at such intervals as the Landlord may reasonably require.

ARTICLE TWENTY TWO

22.01 EXPROPRIATION

The Landlord shall not be liable for any damage which may be caused to the Tenant if any part of the Shopping Centre, or of the Leased Premises, is expropriated or requisitioned for purposes of public utility, or for any other reason.

ARTICLE TWENTY THREE

23.01 QUIET ENJOYMENT

If the Tenant pays the rent hereby reserved and performs the covenants herein on his part contained, it shall and may peaceably possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, or from under it.

ARTICLE TWENTY FOUR

24.01 CADASTRAL DESCRIPTION

WHEREAS the Landlord is the owner of certain lands situated at the intersection of Spence Avenue and Cartier Boulevard, in the Town of Hawkesbury, Province of Ontario, which lands are more particularly described as being Parcel 11-8 on Plan M-18, Town of Hawkesbury, namely that part of Lot 11 as shown on Plan M-18 (Town of Hawkesbury) registered in the Office of Land Titles at l'Orignal and designated as Part 1 on a plan of survey of record in the said Office as Plan 46R-452, and are herein called the Landlord's lands.

ARTICLE TWENTY FIVE
CONDITION OF THE LEASED PREMISES

25.01 The Tenant represents that it will conduct Leasehold Improvements to the Premises according to Article 27.

25.01.The Tenant represents that it has examined and viewed the Leased Premises and declares being satisfied therewith and accepts same in their present condition. The Landlord does not have any work to be done to the Leased Premises.

25.02 To Landlord's knowledge there are no hazardous materials or asbestos in or around the building, not any hazardous materials in the soil. Should any hazardous materials or asbestos be present, Landlord agrees to remediate at Landlord's sole cost and expense.

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25.03 To Landlord's knowledge, the Landlord declares that it has not received any notice of non compliance with respect to the Shopping Center and that the building is in compliance with all laws with respect to Disabilities access to the building or similar applicable Canadian laws and Landlord shall be solely responsible for bringing the building up to compliance standards with disabilities access to the building.

ARTICLE TWENTY SIX
ADDITIONAL CONDITION

26.01 Provided that this Lease is duly executed by both parties on or before December 23rd, 2005 and that the Tenant has complied with all provision hereof, the Tenant shall have access to the Leased Premises on the Possession Date of February 1st, 2006 for Tenant's Leasehold Improvements.

26.02 REFERRAL FEE: As compensation to Tenant's Representative, Liberty Greenfield, LLLP (LGF), the Landlord shall pay LGF a referral fee of C\$3.25 per square foot for 41,019 SF, fifty percent (50%) upon the execution of this present Lease by all parties and the other fifty percent (50%) upon receipt by the Landlord of the first month's rent.

ARTICLE TWENTY SEVEN
WORK LETTER

27.01 Preliminary Plans/Working Drawings.

(a) Landlord and Tenant designate IA, Interior Architects (the "Architect") as the architect for the construction of the Tenant Improvements (as herein defined). Tenant shall be entitled to select the contractor, subcontractors, suppliers and other contractors in connection with the construction of the Tenant Improvements; provided, however, Landlord, in its reasonable discretion, shall be entitled to approve all such selections.

(b) Landlord and Tenant shall consult and cooperate with each other as necessary to reach agreement regarding schematic designs, performance requirements and preliminary plans for the Tenant Improvements ("Preliminary Plans"). The Architect shall prepare the Preliminary Plans and provide the Preliminary Plans to Landlord and Tenant for approval. Upon receipt of the Preliminary Plans by Landlord, Landlord and Tenant shall review the Preliminary Plans and provide written notice to the Architect and the other party of any objection to the Preliminary Plans, specifying any changes required for such party's approval. If Landlord or Tenant do not provide written notice of objection within five (5) days after receipt of the Preliminary Plans, such party shall be deemed to have approved the Preliminary Plans. Landlord's objections, if any, must be commercially reasonable.

(c) Upon approval of the Preliminary Plans, Landlord and Tenant shall consult and cooperate with each other as necessary to reach agreement regarding the complete construction and engineering plans and specifications for the construction of the Tenant Improvements (the "Working Drawings"), including, without limitation, an estimated budget for the cost of the construction of the Tenant Improvements. The Working Drawings shall be prepared by the Architect and shall be an evolution and incorporation of the Preliminary Plans. The Architect shall provide the Working Drawings to the Landlord and Tenant for approval. Upon receipt of the Working Drawings by Landlord, Landlord and Tenant shall review the Working Drawings and provide written notice to the Architect and the other party of any objection to the Working Drawings, specifying any changes required

for such party's approval of the Working Drawings. If Landlord or Tenant do not provide written notice of objection within five (5) days after receipt of the Working Drawings, such party shall be deemed to have approved the Working Drawings. Landlord's objections, if any, must be commercially reasonable.

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(d) In the event either party provides written notice of objection to the Preliminary Plans or the Working Drawings, then Landlord, Tenant and the Architect shall cooperate as necessary to reach agreement regarding any outstanding changes. The Architect shall prepare a revised draft of the Preliminary Plans or the Working Drawings, as the case may be, as soon as reasonably possible and submit a revised draft thereof to Landlord and Tenant for approval. The same procedures and deadlines for review and approval by Landlord and Tenant shall apply to the revised draft. Landlord's approval of the Preliminary Plans or the Working Drawings shall not constitute any opinion or agreement by Landlord or impose any present or future liability or responsibility on Landlord, except as expressly herein set forth.

27.02. Building Permit. After approval by Landlord of the Working Drawings, Tenant shall submit the drawings to the appropriate governmental authority for plan review and issuance of a building permit and any other applicable governmental approvals. All permit and processing fees shall be paid by Tenant, subject to reimbursement from the Tenant Improvement Allowances. Tenant shall diligently pursue obtaining all such approvals and shall provide written updates to Landlord upon request from Landlord. Landlord will provide at Tenant's expense all assistance reasonably requested by Tenant to obtain proper permits and approvals.

27.03 Tenant Improvement Allowance. Except for the Tenant Improvement Allowance, Tenant shall be responsible, as to both cost and performance, for the Tenant Improvements. Landlord shall pay up to SIX HUNDRED AND FIFTY THOUSAND (\$650,000.00) Canadian Dollars ("Tenant Improvement Allowance") for the costs of the Tenant Improvements. In the event that the costs of the Tenant Improvements are less than the Tenant Improvement Allowance, the cost savings shall belong to Landlord and Tenant shall not be entitled to any payment, refund, credit or reduction in Basic Rent or other charges due under the Lease.

27.04. Disbursements.

(a) Tenant shall be entitled to disbursements from Landlord from time to time from the Tenant Improvement Allowance for payment of actual costs incurred by Tenant for the Tenant Improvements. Tenant shall provide written notice to Landlord at least twenty-one (21) days prior to the requested date of each such disbursement, which notice shall include a certified statement by the Architect, the general contractor and Tenant indicating the proposed date of such

disbursement, the proposed amount of such disbursement and a list of the contractors, subcontractors and suppliers and the amounts to be paid to such persons from such disbursement, and a description of the work and supplies which have been furnished and completed by such persons for such disbursement and copies of all invoices from such contractors, subcontractors and suppliers or work and supplies to the Leased Premises. Such certified statement shall be in the form of an Application for Payment (AIA Forms G702 and G703), said forms to be provided to Landlord, and shall contain such additional information as may be required by Landlord. Landlord shall be entitled to make all or part of any disbursement directly to the Tenant. The Tenant shall be responsible for all payments to be made to any and all respective contractors, subcontractors and suppliers of the work and/or suppliers, to the complete exoneration of the Landlord.

(b) As a condition precedent to each disbursement, there shall have been no uncured Default by Tenant under the Lease and there shall have been no mechanic's lien recorded or asserted against Tenant or the Demised Premises with respect to the Tenant Improvements. As a condition precedent to each disbursement, Tenant shall furnish to Landlord, at least seven (7) days prior to such disbursement, mechanic's lien waivers from the contractors, subcontractors and suppliers as to the payment, work and supplies relating to such disbursements made hereunder in a form and substance satisfactory to Landlord.

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(c) Upon full satisfaction by Tenant of all conditions required under this Work Letter for each disbursement and approval thereof by Landlord, Landlord shall pay to Tenant ninety percent (90%) of the amount of the completed Tenant Improvements for such disbursement and the remaining balance thereof shall be held by Landlord until the Final Disbursement (as herein defined). Tenant shall be responsible for any amounts owed for the Tenant Improvements in excess of the Tenant Improvement Allowance and any such excess shall first be paid by Tenant before Landlord shall be obligated to disburse any funds from the Tenant Improvement Allowance pursuant to any draw requests made hereunder.

(d) The Tenant Improvement Allowance shall not include reimbursement of any of Tenant's trade fixtures, other fixtures not permanently attached to the Demised Premises, and other portable machinery and equipment, furniture, furnishings, merchandise and other miscellaneous movable personal property placed or installed by Tenant in the Demised Premises.

27.05. Final Disbursement. At such time as Landlord determines that Tenant has satisfied the following requirements, the remaining balance of the Tenant Improvement Allowance shall be disbursed by Landlord (the "Final Disbursement"):

(a) the Tenant Improvements have been fully completed by Tenant in accordance with Section 13 of this Work Letter (including, with limitation, obtaining a

final certificate of occupancy); (b) there are no outstanding amounts owed for the Tenant Improvements, other than as contained in the final draw request submitted by Tenant; (c) Tenant has fully completed all punch list items in accordance with Section 15 of this Work Letter; (d) Tenant has assigned and delivered to Landlord all warranties, (e) Tenant has delivered to Landlord a copy of all maintenance and operating manuals; (f) Tenant has delivered to Landlord a set of field record drawings and specifications reflecting as-built conditions; and (g) Tenant has otherwise complied with all other conditions precedent to draws under Section 4 and otherwise under this Work Letter.

27.06. General Conditions. Tenant's construction of the Tenant Improvements shall comply with the following general requirements, all of which shall be conditions to each disbursement:

(a) All costs for labor, services and supplies for the Tenant Improvements shall be at market rates. Tenant shall disclose all costs paid to affiliates of Tenant.

(b) Tenant and its contractors shall maintain liability, builder's risk, worker's compensation and such other insurance coverage as reasonably required by Landlord and Landlord shall be named as an additional insured.

(c) The construction of the Tenant Improvements shall comply in all respects with all applicable federal, state and local laws, ordinances and codes. Tenant shall be responsible for all compliance with the Americans With Disabilities Act (the "ADA") or (International equivalent) relating to or arising as a result of the Tenant Improvements (which shall be addressed in the Working Drawings for the Tenant Improvements). Tenant shall also be responsible for all ADA (or International equivalent) compliance relating to or arising as a result of any alterations or improvements constructed by Tenant, any specific uses of the property made by Tenant, any employee of Tenant or any other matter not required solely in connection with the Base Building, Core and Shell.

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(d) Tenant shall cause its contractors, subcontractors and suppliers to provide warranties for a period of not less than one (1) year against defects and workmanship, materials or supplies. Tenant shall promptly assign to Landlord, on a non-exclusive basis in common with Tenant, all manufacturers' or other warranties obtained as a part of the Tenant Improvements. Notwithstanding any provisions to the contrary in the Lease and/or in any Exhibit attached thereto, the Tenant shall maintain and repair any and all Tenant Improvements made to the Demised Premises and/or the Leased Premises during the term of this Lease and any renewal thereof.

(e) Tenant shall maintain the Demised Premises and all surrounding areas

in a clean and orderly condition during the construction of the Tenant Improvements. Tenant shall not drain or discharge water onto or divert water from any portion of the Property or any adjacent lands.

(f) Tenant shall coordinate its construction activities with Landlord and Landlord's contractors to avoid disruption to any other construction on the Property or the utility and other operations serving the Property. Storage of Tenant's contractor's construction materials, tools, equipment and debris shall be confined to the Demised Premises and to any areas which may be designated for such purpose by Landlord. No work will be done to the exterior of the Demised Premises without Landlord's prior written approval. Landlord's objections, if any, shall be commercially reasonable.

(g) Tenant shall provide and pay for all temporary utility facilities and the removal of debris as necessary and required in connection with the construction of the Tenant Improvements. Tenant shall not enter into any contract or agreement with any governmental or quasi-governmental authority with reference to any utilities, sewer lines, water lines, street improvements or similar matters, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

(h) Tenant will not be responsible for the removal of any of the Tenant Improvements at or prior to the expiration of the Lease Term. Tenant will have the right at Lease expiration to remove all of its furniture, fixtures and equipment including, but not limited to, computer equipment, telephone equipment, and generator/UPS both within the Leased Premises and as per Section 11.02 of this Lease. All other items permanently attached to the Premises shall remain in place at Lease expiration, the whole without compensation or indemnity to the Tenant by the Landlord.

(i) At the expiry of the Term of the Lease, the value of the Leased Premises shall not, as a result of any of the Tenant's work proposed to be carried out by the Tenant, be less than the value of the Leased Premises.

27.07. Inspection. Landlord and its supervisory personnel and contractors shall be entitled to enter the Demised Premises from time to time, with reasonable verbal notice to Tenant, to inspect the construction of the Tenant Improvements. Landlord's review of the Tenant Improvements shall be limited to a determination of Tenant's compliance with its obligations under this Work Letter and shall not constitute a review of the quality, completeness, safety or legal compliance of the Tenant Improvements. Neither Landlord's approval of the Preliminary Plans, the Working Drawings or any application for payment, nor Landlord's inspection of the Tenant Improvements shall constitute any representation or warranty, or an assumption of responsibility by Landlord for the accuracy, sufficiency or condition of the Tenant Improvements. Tenant acknowledges that Tenant shall be solely and entirely responsible for ensuring that the Preliminary Plans and the Working Drawings are in conformity with applicable governmental codes, regulations, rules and other laws, and that the Tenant Improvements will be suitable for Tenant's intended purpose. Tenant shall be solely responsible for the accuracy, sufficiency and condition of the Tenant Improvements.

27.08. Commencement of Construction. Tenant shall construct the Tenant Improvements for the Demised Premises in accordance with the Working Drawings (the "Tenant Improvements"). Tenant shall commence construction of the Tenant Improvements upon the occurrence of the following events: approval of the Working Drawings by Landlord and Tenant; issuance of the building permit and all other government approvals required for the construction of the Tenant Improvements. Tenant shall complete construction of the Tenant Improvements on or before the Commencement Date of the Lease Term; subject, however, to delays beyond Tenant's control. Landlord shall pay up to the amount of the Tenant Improvement Allowance and Tenant shall pay all costs of the Tenant Improvements in excess thereof.

27.09. Delays. If Tenant shall cause any delay in the construction of the Tenant Improvements which results in an increase of the cost of the Tenant Improvements, Tenant shall pay such additional cost. If any changes are required by any governmental authority which results in an increase in the cost of the Tenant Improvements in excess of the Tenant Improvement Allowance, then Tenant shall provide written notice thereof to Landlord. Tenant at its discretion shall either: (a) modify the Tenant Improvements to eliminate such governmental requirement or cost overrun, subject to Landlord's approval of such modification; or (b) Tenant shall pay the additional cost thereof; subject to Landlord's reasonable approval.

27.10. Change Orders. Tenant may request changes in the Tenant Improvements but if Landlord incurs any additional costs as a result of such change order which causes the cost of the Tenant Improvements to exceed the Tenant Improvement Allowance, Tenant shall pay all such additional costs.

27.11. Governmental Requirements. If any changes to the Tenant Improvements are required by any applicable governmental authority including, without limitation, any county or municipal planning or building department, then Landlord and Tenant agree to modify the Working Drawings and the Tenant Improvements to either eliminate or comply with the government requirement, in any case, the Tenant shall pay all such additional costs.

27.12. Construction Fee. Landlord shall not charge a construction fee for the administering of Landlord's obligations in connection with construction of the Tenant Improvements. All costs for space planning design, architectural and engineering services for the Tenant Improvements (including without limitation, the Preliminary Plans and the Working Drawings) shall be included in the costs of the Tenant Improvements and may be disbursed by Landlord from the Tenant Improvement Allowance.

27.13. Completion of Tenant Improvements. A statement from the Architect

certifying the date upon which the Tenant Improvements have been fully completed shall be conclusive evidence of the completion thereof. The Tenant Improvements shall be deemed to have been complete when (i) the Tenant Improvements are fully complete and properly operable (except for customary punch list items) by execution of Certificate of Completion (AIA Form G704), such form to be provided to Landlord, certified by the Architect, the general contractor and Tenant, and approved by Landlord, and (ii) Tenant has obtained a final certificate of occupancy from the applicable governmental authority. The Lease Term and Tenant's obligation to pay rentals due under the Lease shall commence upon the commencement date of the Lease Term which is April 1st, 2006 irrespective of whether or not the Tenant Improvements are complete, except as a result of any Landlord delay such as Landlord's non-payment of taxes or utilities or any liens, mortgages and encumbrances with Landlord not in compliance prior to February 1, 2006. In no event shall the Lease Term be delayed if there is any delay in the completion of the Tenant Improvements as a result of any special equipment, fixtures or materials, changes, alterations, or additions requested by Tenant, any delay of Tenant in submitting information necessary for the preparation of the Working Drawings, the failure of Tenant to timely approve or agree to any matter required for the completion of the Tenant Improvements, any delay caused by force majeure, any delay caused by any governmental or quasi-governmental authority, associations or other third-parties, any delay caused by Tenant, the Architect or any contractors, subcontractors or suppliers, or any other act or omission of Tenant (collectively the "Tenant Delay").

Initials

Landlord Tenant

27.14. Assumption of Risk. All materials, work, equipment, supplies and Tenant Improvements of any nature whatsoever brought on or installed in the Demised Premises hereunder shall be at Tenant's sole risk. Neither Landlord nor any party acting on behalf of Landlord shall be responsible for any damage thereto or loss or destruction thereof due to any reason or cause whatsoever, except as a result of Landlord's gross negligence or willful misconduct.

27.15. Punch List. Notwithstanding substantial completion of the Tenant Improvements by Tenant, Landlord shall be entitled to provide Tenant with written notice within thirty (30) days after the commencement date of the Lease Term of a punch list of minor items which are required for completion of the Tenant Improvements. Tenant shall complete all such punch list items within sixty (60) days after receipt of Landlord's notice.

27.16. Tenant's Representative. Tenant has designated Grant Lomas as the sole representative of Tenant with respect to all approvals, consents and other matters set forth in this Work Letter. Tenant represents and warrants that such representative shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter. Tenant shall not change such representative except upon prior written notice and approval by Landlord, which

approval shall not be unreasonably withheld.

27.17. BUILDING AND PREMISES MEASUREMENT STANDARDS

The following standards shall be used to determine the area of the Building and the Premises subject to this Lease:

Usable Area

The Usable Area of the Premises shall be determined by measuring to the outside of the finished surface of the Premises at the permanent outer walls of the Building, corridor walls, and other permanent walls and to the center of tenant demising walls separating the Premises from adjacent tenant space. Outside balconies or patios included within the structure of the Building and accessed solely from the Premises shall be included in the Usable Area of the Premises. No deductions shall be made for vestibules inside the Building line (drip line) or for columns and projections accessory to the Building. No deductions shall be made for vertical penetrations including stairways, elevator shafts or mechanical chases.

The Usable Area of the Building shall be equal to the sum of all Usable Areas for all tenants in the Building.

Rentable Area

The Rentable Area of the Building shall be determined by measuring to the outside of the finished surface of the permanent outer Building wall for each floor of the Building. Outside balconies and patios included within the structure of the Building shall be included in the Rentable Area of the Building. No deductions shall be made for vestibules inside the Building line (drip line) or for columns and projections accessory to the Building.

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The Rentable Area of the Premises is the Tenant's pro-rata share of the Building. It shall include the Tenant's Usable Area plus the Tenant's pro-rata share of all common areas such as restroom facilities, lobbies, corridors, stairways, mechanical rooms and balconies or patios included within the structure of the Building. The Rentable Area of the Premises shall be determined by multiplying the Usable Area of the Premises by the quotient of the division of the Rentable Area of the Building by the Usable Area of the Building, resulting in the Rentable/Usable Ratio ("R/U Ratio").

Conversion Formulas

$$\text{Rentable Area} / \text{Usable Area} = \text{Rentable/Usable Ratio ("R/U Ratio")}$$

Usable Area x R/U Ratio = Rentable Area
Rentable Area / R/U Ratio = Usable Area

IN WITNESS WHEREOF the Parties have executed this Lease at the place and as of the date hereinabove first written.

AGERS HOLDINGS LTD.
(Landlord)

Witness

Per: Mr. Jordan Aberman

Witness

STARTEK CANADA SERVICES LTD.
(Tenant)

Witness

Per:

Witness

Initials

Landlord Tenant

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EXHIBIT "A"
PLAN OF THE LEASED PREMISES

Initials

Landlord Tenant

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EXHIBIT "A-1"
PLAN OF THE TEMPORARY PREMISES
[FLOOR PLAN]

Initials

Landlord Tenant

EXHIBIT "B"
PLAN OF THE DESIGNATED PARKING AREA

Initials

Landlord Tenant