



Dated: 08/18/2022

Strata Plan No. EPS7495
C/O [Associa BC]

Attention: Strata Corporation

Dear Strata Council:

**Access Agreement for provision of Internet, TV and Digital Phone Services
(the “Communications Services”)**

This letter confirms the terms and conditions under which **FibreTel Networks Ltd. (“FibreTel”)** is provided access to all of the common property (the **“CommonProperty”**) of the residential condominium development located at 567 Clarke Road, Coquitlam consisting of 364 residential units known as (the **“Premises”**) in order that it may provide some or all of the Communications Services of FibreTel to the residents of the Premises.

1. Access

The Owners, Strata Plan No. EPS 7495

(the “Strata Corporation”)

hereby grant to FibreTel and its authorized contractors and agents, access to the Common Property of the Premises, including the inside wiring of the Premises, in consideration for the provision of the Communications Services to the residents of the Premises. This access will permit FibreTel to construct, install, link, relocate, operate, repair, and maintain the Distribution System (as defined below) required for the provision of the Communications Services. FibreTel Will indemnify and save harmless the Strata Corporation from any actions, claims, damages, costs, and debts arising out of FibreTel exercising its rights of access pursuant to this Agreement except to the extent caused by the negligence of the Strata Corporation. FibreTel will be permitted to hold an information event with residents at least once per year in the Premises, the event to be coordinated with the Strata Council and property manager. FibreTel will be provided with a key or fob in order to access its distribution system subject always to the Strata Corporation’s reasonable security requirements, 24 hours a day and 7 days a week.

FibreTel will ensure that its agents and employees comply with the bylaws, rules and regulations of the Strata Corporation as provided to them.



2. FibreTel' Distribution System

FibreTel will install, operate, and maintain communication facilities necessary for transmitting or carrying data, video, audio programming and non-programming services, including but not limited to equipment, cable, apparatus, conduit, fixtures and attachments, devices, access points, fibre optic cross connection equipment as may be necessary for FibreTel's operations which Equipment shall include all attachments affixed by FibreTel (**the "Distribution System"**). The Distribution System will remain the sole and exclusive property of FibreTel and will not be or become a fixture, notwithstanding that it may be in whole or in part attached to the Premises.

3. Term

FibreTel will have access on a non-exclusive basis for an initial term of five (5) years, commencing on the date of this Agreement. The term will be automatically renewed on the same terms and conditions for successive five (5) year periods unless FibreTel is in breach of any of the terms and conditions of this Agreement or has ceased to provide the Communications Services to residents for a continuous one-year period. Written notice of the breach must be provided to FibreTel at its current address and FibreTel will have 30 days in which to cure the breach. If such breach has not been cured or if FibreTel has ceased to provide the Communication Services as provided above, this Agreement will automatically terminate and FibreTel will have 90 days to remove the Distribution System.

4. Successors and Assigns

This Agreement including, without limitation, any renewals, will endure to the benefit of and be binding on the parties to it and their respective successors and assigns. The parties agree to execute any other instruments and further documents which may be necessary to carry out the purpose and intent of this Agreement.

5. Insurance

FibreTel agrees to perform its work in a good and workmanlike manner. FibreTel will maintain a policy of general liability insurance in respect of personal injury or property damage arising from the operation of the Distribution System and provision of the Communications Services with not less than Five Million Dollars (\$5,000,000.00) coverage. Neither party to this Agreement will be responsible for any indirect or consequential losses, including any economic loss or loss of profit suffered by the other.



6. No Disadvantage

FibreTel shall be granted the equivalent or similar marketing and promotional rights that the Corporation grants to other service providers offering similar or comparable services.

7. 3rd Party Affiliates

The Strata Corporation agrees to reasonably execute a 3rd party access authorization agreement at the request of FibreTel to bring outside fibre optic cable from outside to the main telecom room which will become part of FibreTel's distribution system and to be completed at no cost to the Strata Corporation. Such requests will be limited in scope to providing connectivity to the main telecom room and will only be requested should such connectivity not already exist with a FibreTel affiliate.



Please acknowledge your agreement with the foregoing terms and conditions by signing below.

**Owners, Strata Plan EPS7495
Ltd.**

FibreTel Networks

Per: Michele Campbell on behalf of Strata Plan EPS 7495 Per:

Daniel Pinder
Director of Operations

Authorized Signatory,

M. Campbell

Authorized Signatory,

Daniel Pinder