

INFORMATION PAGE

This page sets out information, which is referred to and forms part of the BUILDING ACCESS AGREEMENT made as of the _____, between _____ as the Owner and Coquitlam Optical Network Corporation (QNet) as the Licensee.

The information is as follows:

Building: The building municipally known _____ (in the City of Coquitlam in, the Province of British Columbia),.

Wall Area of Equipment Room: max: 8 sqf in the main telecom room

Commencement Date:

Notices- Owner:

Licensee:

Coquitlam Optical Network Corporation (QNet)
3000 Guildford Way
Coquitlam BC V3B 7N2

Contact information

Contact information

Rick Adams
604 927 3601

Term: The period starting on the Commencement Date and ending on _____

BUILDING ACCESS AGREEMENT

BETWEEN:

(the “Owner”)

-and-

Coquitlam Optical Network Corporation
(the “Licensee”)

PREAMBLE:

- (a) The Owner is the owner of the Multi-Dwelling Unit building municipally described in the Information Page.
- (b) The Owner has agreed to grant to the Licensee a license to install, maintain and repair certain fibre connecting equipment in the Owner’s building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Owner and the Licensee agree as follows:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

1.1 Definitions In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

“**Agreement**” means this Agreement, the Information Page and the attached Schedules and all subsequent changes, modifications and amendments to this Agreement, the Information Page and the attached Schedules made in accordance with the provisions of this Agreement.

“**Building**” means the building owned by the Owner and located on the Lands.

“**Building Risers**” means the electrical, mechanical or communications spaces or other pathways in the Building.

“**Business Day**” means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in the province in which the Building is located are not open for business during normal banking hours.

“**Commencement Date**” means the date on which the Term commences, as provided in the Information Page.

“**CRTC**” means the Canadian Radio-television and Telecommunications Commission or its successor.

“**Communications Equipment**” means the communications equipment of third parties, including, without limitation, cabinets, racks, electronic equipment and other similar equipment.

“**Connecting Equipment**” means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment of third parties.

“**Entrance Link**” means the core sleeve penetration through the foundation of the Building.

“Equipment Room” means the premises where the fibre optic cable is to be installed in which premises shall be provided a wall space of approx 4 square feet by the Owner to the Licensee for the sole exclusive use of the Licensee.

“GST” means the Goods and Services Tax established under the *Excise Tax Act* (Canada) or a successor tax imposed by the Government of Canada under lawful authority.

“Information Page” means the page attached to this Agreement as Page IP.

“Lands” means the land legally described in the Information Page.

“Licensee’s Equipment” means, the Passive Connecting Equipment. (cables, cable trays, connectors and patch cords

“MDU” or “Multi-Dwelling Unit” means a building, complex or business mall with at least two units and at least one unit occupied by a tenant.

“Notice” means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 12.1 of this Agreement.

“Term” means the continuous period of five (5) years, commencing on the Commencement Date.

“Renewal Term” means the period after the Term for which this Agreement may be renewed and extended as described in Section 3.2 of this Agreement.

“Third party telecommunication providers” means Qnet’s customer who provides telecommunications services to the tenants of the building.

“Connectivity” means the building is connected to the Qnet network.

“BOMA” the Building Owners and Managers Association. This is an umbrella group that has some direction for their members for providers accessing the building as contemplated by QNet.

1.2 Interpretation For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.
- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- (d) This Agreement shall be interpreted and governed by the laws of the province in which the Building is located and the laws of Canada applicable therein.

1.3 Schedules The following are the Schedules that may be attached to and if so, form part of this Agreement:

Schedule A - Plan for Connecting Equipment

- Schedule B - Building Rules & Regulations
- Schedule C - Building Security Regulations

ARTICLE 2- LICENSE

- 2.1 License** The Owner grants to the Licensee a non-exclusive license to:
- (a) install, maintain, repair and replace the Connecting Equipment in the Equipment Room, at the Licensee's sole expense and risk;
 - (b) install, maintain, repair and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room; and
 - (c) use the Entrance Link and existing Building cable tray, only to the extent that the Owner has the possession of, and authority to allow the use of, the Entrance Link and the existing Building cable tray, as required by the Licensee for the purpose of connecting to third parties' Equipment in the Equipment room.
- 2.2 Equipment Room** The Owner shall provide the wall space in the Equipment Room to the Licensee, for the sole and exclusive use of the Licensee, which Equipment Room shall be used by the third parties for the provision of communications services to tenants in the Building.
- 2.3 Nature of Interest** The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between two parties.
- 2.4 Non-Exclusivity** The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.1 of this Agreement is not exclusive to the Licensee, and that the Owner has the right to grant similar rights and privileges in respect of the Building to other parties.

ARTICLE 3- TERM

- 3.1 Term** Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, as set out in the Information Page.
- 3.2. Option to Renew** Provided that the Licensee is not in default under this Agreement, the Licensee shall have options to renew and extend this Agreement. Renewal and/or extension is granted for an indefinite period of time unless both parties provide at least a six (6) month written notice indicating a termination.

ARTICLE 4- USE

- 4.1 Use of Equipment Room** The Licensee shall use the wall space in the Equipment Room only for the purpose of the installation, maintenance, repair and replacement of the Licensee's Connecting Equipment as required by the Licensee for the purpose of providing connectivity to third parties selling communications services to tenants in the Building.
- 4.2 Title** The Owner acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being.

ARTICLE 5- ACCESS AND ELECTRIC UTILITIES

5.1 Access The Licensee and its authorized representatives shall have access to the Equipment Room on a seven (7) days a week, twenty-four (24) hours per day basis for the purpose of installing, , maintaining, repairing and removing the Licensee's Equipment. The Licensee and its authorized representatives further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representatives to access the Equipment Room. The Owner acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. All entry and access to the Equipment Room and the Building, including the Building Risers and rooftop, by the Licensee and its authorized representatives shall be in accordance with the Owner's Building Rules and Regulations, as attached in Schedule B, and Building Security Regulations, as attached in Schedule C.

5.2 Nuisance The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to or impede in any way the operation of the Owner or the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.

5.3 Compliance with Laws The Licensee, in installing, maintaining, operating, repairing and replacing the Licensee's Equipment in the Equipment Room and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

5.4 Electrical Utilities. The Licensee does not require electrical power for its Equipment.

ARTICLE 6- INSTALLATION, MAINTENANCE AND REPAIRS

6.1 Approval of Plans Prior to the commencement of the installation of the Licensee's Equipment in the Equipment Room and in the Building Risers and upon request from the Owner, the Licensee shall prepare and submit plans, specifications, and working drawings to the Owner in respect of such installation for the approval, in writing, of the Owner.

6.2 Installation Upon receipt of the Owner's approval, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in accordance with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial, and municipal governmental authorities.

6.3 Cables The Licensee will comply with any cable labelling standards provided by the Owner and attached in Schedule A or B of this agreement.

6.4 Repairs and Maintenance The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.

6.5 Liens The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material or services to the Licensee. Any such liens shall be discharged by the Licensee within ten (10) Business Days at the request of the Owner by payment of sufficient money into Court to obtain removal of such lien, provided that the Licensee shall be entitled to contest, in good faith, any such liens.

ARTICLE 7- Fees

7.1 Fees Not Applicable

ARTICLE 8- INSURANCE AND INDEMNIFICATION

8.1 Insurance The Licensee, at its own expense, shall take out and maintain in force while this agreement is in effect comprehensive general liability insurance with a combined single limit of One Million, Five Hundred Thousand Dollars (\$1,500,000) per occurrence, for legal liability for bodily injury, death and physical damage to tangible property damage including, but not limited to damage and loss to the Building. The Licensee's liability insurance required above will contain owners' and contractors' protective coverage, contractual liability coverage, a cross liability and severability of interests clause, and will be written on an occurrence basis, and add the Owner as an additional insured limited to the extent of the negligence or misconduct of the Licensee and those over which it is responsible in law.

8.2 Licensee Indemnification The Licensee shall indemnify and save harmless the Owner from and against any loss, suit, claim, action, damage or expense, limited to the extent of the Licensee's negligence arising out of, from or by reason of, the installation, operation, maintenance, repair or removal of the Licensee's Equipment in the Equipment Room and the Building communications space pursuant to this Agreement, except to the extent that any such loss, suit, claim, action, damage or expense is due to the negligence or misconduct of the Owner or those for whom the Owner is in law responsible. The Owner acknowledges and agrees that the Licensee shall not be liable for any environmental contamination of the Building which occurred prior to the date on which the Licensee commences installation of its Equipment or the Term commences, whichever first occurs, provided the Licensee, its representatives, employees, agents, visitors or those authorized to be in the Building, invitees, contractors and all other persons for whom the Licensee is in law responsible in no way contributed to the existence, damage, disturbance or release in any way of any such environmental contamination in, on, over, under or emanating from the Building. The Licensee shall indemnify the Owner against any environmental contamination caused by the Licensee or the Equipment.

8.3 Limitation of Liability Neither the Owner nor the Licensee will be liable to the other (regardless of any other provision of this Agreement) in respect of any indirect, special, incidental or consequential damages.

ARTICLE 9- TERMINATION

9.1 Termination by Licensee The Licensee shall have the right to terminate this Agreement upon written notice to the Owner, without further liability to the Owner, in the event of the occurrence of any of the following:

- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
- (b) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment;
- (c) the Licensee no longer requires the Equipment Room or the Building Risers for the purpose of providing its communications services to third party's Telecommunication providers;
- (d) the Owner defaults in the observance or performance of any of the Owner's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Owner, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Owner promptly commences such cure with reasonable diligence; or

- (e) the Owner makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to, bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Owner is conclusive evidence of insolvency.
- (f) The Licensee no longer provides its connectivity to third party telecommunication providers in the Building.
- (g) The Building is no longer an MDU.
- (h) The Licensee does not install any Licensee's Equipment in the Building.

9.2 Termination by the Owner The Owner shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:

- (a) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- (b) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

9.3 Surrender Upon the expiration or earlier termination of this Agreement, the Licensee shall remove the Licensee's Equipment from the Equipment Room, the Building and the Building Risers and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear.

ARTICLE 10- DAMAGE OR DESTRUCTION OF BUILDING

10.1 Right to Terminate In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Owner under this Agreement, the Owner, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Owner elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days' prior written notice to the Owner, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 9.3 of this Agreement.

ARTICLE 11- FORCE MAJEURE

11.1 Force Majeure Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused by, or materially contributed to, force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of god, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due

IN WITNESS WHEREOF, the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.

OWNER:

Name: _____

Title: _____

Date: _____

Place: _____

I/We have the Authority to bind the Company.

LICENSEE: Coquitlam Optical Network Corporation

Name: Rick Adams _____

Title: General Manager _____

Date: _____

Place: Coquitlam, British Columbia _____

I/We have the Authority to bind the Company.

Schedule A - Plan for Connecting Equipment

