

TELUS NEXT GENERATION FIBRE NETWORK AGREEMENT

This Agreement is made as of the [REDACTED] day of [REDACTED] 201[REDACTED] (the “Effective Date”). [Owner’s Legal Name] (“Owner”) and TELUS Communications Inc. (“TELUS”) agree as follows:

1. Intent. The intent of this Agreement is to permit TELUS to have access to the common areas (“Common Areas”) of the building(s) and property(ies) described in Schedule A (“Building(s)” and “Property(ies)”), to install telecommunications equipment (at no cost to either party), to provide improved services (“TELUS Services”) to Owner, strata lots/condominium owners, tenants, residents and other occupants of the Building(s) (the “Occupants”). Apart from a public Wi-Fi Network, nothing in this Agreement will be construed as granting TELUS any exclusive right, license or privilege relating to the Building(s) or Property(ies) to install and/or market telecommunications, to the exclusion of any third parties; provided however nothing in this Agreement will be construed as limiting TELUS’ right to market or advertise any TELUS products or services in a manner that is not specific to the Building.
2. Ownership. Owner represents and warrants that it is the owner of the Building(s) and Property(ies) or if it is a strata or a condominium corporation it has full right, power and authority to enter into this Agreement with TELUS, including having passed the required resolution(s) authorizing it to enter into this agreement with TELUS.
3. Licence, Access. Owner hereby grants to TELUS the right and licence (at no cost to TELUS or Owner), according to the terms and conditions in this Agreement, to:
 - a. install, maintain, repair, modify and operate telecommunications infrastructure including equipment, fibre, wiring (including power), conduits, risers, pathways and similar facilities (collectively, the “Equipment”) in, on, over or under the Common Areas including without limitation rooms or other segregated spaces (the “Equipment Space(s)”), whether existing or installed by TELUS, and including from and to public streets and roads;
 - b. install in unobtrusive location(s), lock box(es) as required for access to locations in the Building(s) where Equipment serving multiple Occupants is located (such as the electrical room), and TELUS shall ensure that only authorized personnel shall have the right to use lock box(es);
 - c. with consent from the Occupant or a person on behalf of the Occupant, enter an Occupant’s premises to install a fibre optic plug and to install Equipment in Occupant’s premises to serve other parts of the Building(s); and
 - d. use Owner’s electrical service; pay for electricity charges attributable to the operation of the Equipment; and with Owner’s consent (not to be unreasonably withheld), at TELUS’ cost upgrade Owner’s service; and have the right to connect to Owner’s emergency power generator. Where electricity consumption is expected to be insignificant or measurement impractical, the Parties may agree on an annual payment for such electricity use.
4. Equipment, Installation and Environmental
 - a. Prior to initial installation of Equipment, TELUS shall provide Owner with a description of the installation and shall identify the intended location(s) of the Equipment, for Owner’s approval and consent, which approval and consent Owner shall not be unreasonably withhold, condition or delay.
 - b. Prior to installation of any Equipment, Owner shall provide TELUS with notice of any toxic material or hazardous substances or contaminants (“Hazardous Substances”) under, in, or on the Building(s) or Property(ies) including, but not limited to, asbestos, so TELUS may take appropriate precautions during installation and operation of the Equipment. TELUS may terminate this Agreement immediately, without liability, if it has any concerns with accessing Property(ies) or Building(s) and/or installing Equipment due to the presence of Hazardous Substances.
 - c. Any locking or segregation of the Equipment or Equipment Space(s) is for security purposes only.
 - d. Except for devices and equipment installed after a fibre plug, Equipment at all times remains the personal and moveable property of TELUS and will not become a fixture.
5. Renovation, Repair. If Owner is planning a renovation or repair that may affect the Equipment or Equipment Space(s), Owner will provide TELUS with reasonable advance written notice, to allow for TELUS to adjust and/or move Equipment before the renovation or repair starts. TELUS agrees to repair, at its sole expense, any direct damage to the Building(ies), Equipment Space(s) or Property(ies) where such damage relates to TELUS’ use of such areas.
6. Marketing. Owner shall permit TELUS to market, advertise, promote, sell and demonstrate TELUS Services directly to the Occupants including using the Common Areas to approach Occupants’ units with the intent of making face to face

contact to, explain the build process and fibre based products, obtain permission from Occupants for TELUS to install (including schedule) a fibre plug and necessary wiring, and perform follow up service calls.

7. Public Wi-Fi. Owner agrees that without the prior consent of TELUS, it will not enter into an agreement with another service provider relating to the provision of a public Wi-Fi network (or any other similar technology) on the Property(ies) or in the Building(s), with the understanding that multiple Wi-Fi networks could cause service interruption or interference with the Equipment.
8. Wireless Equipment. At any time during the Term or any Renewal Term (both defined in section 9), TELUS may elect to, install, modify, maintain, repair, remove, and operate equipment required for TELUS' small cell wireless services (such as antennas, radios, cabling and related equipment) on the interior and/or exterior of the Building(s). Once installed, such equipment shall be considered "Equipment" under this Agreement and all terms and conditions of this Agreement shall apply to such Equipment, except marketing, advertising and demonstrating TELUS Services.
9. Term. This Agreement will commence as of the Effective Date and will continue for a period of ten (10) years (the "Term"), following which the Term will be automatically renewed for consecutive, additional one (1) year terms (each, a "Renewal Term") on the same terms and conditions set out in this Agreement, unless TELUS elects, by notice in writing to Owner, that the Term or an extension not be renewed. If this Agreement is not renewed, TELUS shall have 90 days to remove the Equipment, failing which it will be deemed abandoned and thereafter ownership, title and all responsibility for abandoned Equipment will automatically transfer to the Owner.
10. Buildings, Rights. TELUS' rights set out in this Agreement are not obligations of TELUS and, in its sole and absolute discretion, TELUS may choose not to exercise some or all of these rights in this Agreement with respect to one or more Building(s) and/or Property(ies), notwithstanding anything to the contrary in this Agreement. Should TELUS decide not to exercise all of its rights with respect to one or more Building(s) and/or Property(ies), then at TELUS' sole election, it shall have the right to send written notice of this decision to the Owner, and upon receipt of the said notice, the Building(s) and/or Property(ies) set out in the said notice shall be deemed deleted from Schedule A, and from then on not form part of this Agreement. The decision to not exercise all of TELUS' rights in this Agreement with respect to one or more Building(s) and/or Property(ies), may be made by TELUS, at any time during the Term or any Renewal Term. Upon issue of the said notice, TELUS may remove its Equipment from the Building(s) and/or Property(ies) set out in the said notice and failing which the Equipment will be deemed abandoned and thereafter ownership, title and all responsibility for abandoned Equipment will automatically transfer to the Owner.
11. Not a Lease. This Agreement shall not constitute a lease between the Parties, nor create in favour of TELUS any other interest or estate in the Building(s) or the Properties such as an easement. It is merely a contract for the installation of telecommunications equipment and provision of telecommunication services to the Occupants. Should at any time the Owner, acting reasonably, request some Equipment be moved or relocated, then with the approval of TELUS not to be unreasonably withheld, TELUS shall relocate or move such Equipment.
12. Assignment. TELUS may: (i) assign its rights under this Agreement to its Affiliates, and (ii) grant rights to its Affiliates and to third parties to exercise the rights granted to TELUS under this Agreement. "Affiliate" means any corporation, partnership or other entity that controls, is controlled by, or is under common control with such party. The rights in this Licence may be exercised by TELUS, its contractors and agents and permitted assigns and their contractors and agents.

13. Enurement, Entire Agreement, Execution. This Agreement including the attached schedules contains the entire agreement between Owner and TELUS and expressly excludes all prior representations and discussions, either oral or written, between the Parties with respect to its subject matter, other than those set forth in this Agreement. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of Owner and successors and permitted assigns of TELUS. Owner shall cause every assignee or successor of Owner to agree in writing to be bound by all obligations of Owner hereunder. This Agreement may only be amended by written instrument signed by the Parties. This Agreement may be executed in one or more counterparts and transmitted by facsimile or other electronic means of transmission, and all such counterparts together will constitute one agreement.

IN WITNESS WHEREOF the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

TELUS COMMUNICATIONS INC.

Signature (Authorized Signatory)

Print Name

Strata/Condo Corporation's Legal Name

**Signature (Member of Strata Council for BC
or Member of the Board for Alberta)**

Print Name

**Signature (Member of Strata Council for BC
or Member of the Board for Alberta)**

Print Name

TELUS COMMUNICATIONS INC.

Signature (Authorized Signatory)

Print Name

Owner's Legal Name (Where Owner a Corporation)

Signature (Authorized Signatory)

Print Name

Signature (Authorized Signatory)

Print Name

TELUS COMMUNICATIONS INC.

Signature (Authorized Signatory)

Print Name

Print Owner's Name (*Where Individual*)

Witness Signature

Owner's Signature

Print Witness Name

Print Owner's Name (*Where Individual*)

Witness Signature

Owner's Signature

Print Witness Name

SCHEDULE "A"

MUNICIPAL ADDRESSES AND DESCRIPTION OF EACH BUILDING(S)

**To Right of Entry Agreement between _____ as Owner and TELUS
dated _____ of which this Schedule Forms part of the said Agreement.**

**[Description of residential (and/or, if applicable, non-residential) multi-unit building(s) and the property or
Property(ies) on which the Building(s) is located]**

Site Name

Addresses

Units