



**Right of Entry Agreement
(HOA or POA for Single Family Homes)**

This Right of Entry Agreement (“Agreement”) is entered into as of the latest date set forth on the signature page (“Effective Date”) by and between ThinkBigNetworks, LLC (d/b/a IQ Fiber) (“Company” or “IQ Fiber”) and Townhomes of Bay Crest Homeowners Association, Inc. with a principal address 8337 Bay Crest Court, Chesapeake Beach, MD, 20732 (hereinafter “Association”) (collectively “the parties”).

RECITALS

WHEREAS, Company offers fiber optic broadband internet access with associated equipment, features, applications, and Wi-Fi services to subscribers in the United States.

WHEREAS, Association is the homeowners association for the community known as Bay Crest consisting of residential units (each a “Unit”), on that certain real property located at 8337 Bay Crest Court, Chesapeake Beach, MD, 20732 which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

WHEREAS, Company desires to have, and Association desires to grant to Company, the right to install, operate, upgrade and maintain on the Property a Distribution System (as defined herein), including but not limited to fiber, wiring, equipment and communication facilities, for the delivery of associated internet services offered by the Company (the “Services”) on a retail basis, to the Unit residents of the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Incorporation of Recitals. The parties acknowledge and agree that the above Recitals are true and correct and are hereby incorporated into this Agreement by this reference.

2. Grant of Access and Service Rights. Association grants to Company a right and irrevocable license, coupled with an interest, to: (a) offer, market, sell and distribute the Services to individual Unit residents (“Residents”), (b) access and egress from those areas of the Property owned and controlled by the Association, including but not limited to all roadways; and (c) use all easements on the Property currently used or reserved for future use by the Association for electrical and other utilities for the installation, maintenance, operation and removal of all or part of the Distribution System. “Distribution System” means the broadband communications system consisting of wires, fiber-optic cables, underground conduits, cables, pedestals, vaults, above ground enclosures, markers and concrete pads, WiFi routers or other appurtenant equipment as provided in the Agreement necessary or useful for distributing the Services.

3. Installation of Distribution System. Company will install and maintain, at its sole expense, the Distribution System, and will use such vendors, installers, companies, contractors and subcontractors as selected by Company. Association acknowledges and agrees that it has had the opportunity to review technical specifications describing the Distribution System and has approved or decided not to review such technical specifications prior to execution of this Agreement. The Distribution System is and will remain the personal property of the Company (and not a fixture of the Property). Association will use reasonable efforts to keep the Distribution System secure and prevent any unauthorized access to or altering or tampering with the Distribution System, and Association will reimburse Company for repairing any damage to the Distribution System caused by Association and/or its agents. Association will use reasonable efforts to ensure that any equipment used or hereafter installed by or on behalf of the Association will not interfere with the Distribution System or the Services. **Following the completion of any work authorized under Section 2, Company shall promptly restore any disrupted areas and repair any damage to any of the Property resulting from such work to substantially the same condition existing immediately prior to the Company or its agents undertaking**

such work. Company will use such repair companies, vendors, contractors, and subcontractors as selected by Company to complete any required restoration or repairs. For clarity, sod that is damaged or removed by Company or its agents during the installation of the Distribution System shall be replaced by the Company only one (1) time per affected Unit; the Resident(s) of any such affected Unit shall be responsible for watering such sod.

4. Damage to Property; Residents' Resolution Process. Prior to commencing any installation of the Distribution System, Company will provide Association with a documented process for Association and/or Residents to report any issues or damages in connection with the installation of the Distribution System or any other work authorized under *Section 2*. Such process shall include a requirement that Residents report all issues or damages in writing directly to Company (rather than to Association) within thirty (30) days of the incident giving rise to the damage or issue. Association shall be responsible for communicating such process to the Residents. Association acknowledges that utility locating services do not identify residential sprinkler systems. Company will take all reasonable steps to avoid impacts or damage to residential irrigation and sprinkler systems.

5. The Services. Residents may elect to purchase Services and shall be charged and billed individually for such Services by Company. Company will provide the Services to Residents by means of the Distribution System or as otherwise determined by the Company.

6. Term. The initial term of this Agreement starts on the Effective Date and ends 30 years after the date that the Services first become available to Residents as evidenced by the first activation of a subscriber at the Property ("Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for additional successive five (5) year extension terms (each an "Extension Term") unless either party provides written notice of non-renewal at least 180 days before the end of the then-current term. The Initial Term and any Extension Term(s) are collectively referred to as the "Term." During the Term, Owner shall not enter into any bulk services agreement(s) for broadband internet services within the Property.

7. DISCLAIMER. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES – EXPRESS OR IMPLIED – REGARDING THE DISTRIBUTION SYSTEM OR THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

8. Insurance. During the Term, Company shall continue to maintain at its expense: (a) Comprehensive Commercial General Liability Insurance coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all of its operations under this Agreement, including but not limited to contractual, products, completed operations and personal injury of not less than \$1 million per occurrence and \$2 million in the aggregate; (b) worker's compensation coverage for all employees with statutory workers' compensation limits, and no less than \$100,000 for each incident of bodily injury or disease for Employer's liability; and (c) business automobile liability coverage for all owned, non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000 per accident. Prior to commencing operation under this Agreement, Company shall provide certificates of insurance to the Association to verify coverage. The name of the Association and the type of coverage and amount shall be clearly stated on the face of each certificate. The Association shall be listed as an additional insured on all general liability policies.

9. Indemnification. Company shall indemnify, defend, protect and hold harmless Association (including its directors, officers, agents, representatives and property owners, hereinafter the "Association Indemnified Parties") from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable legal fees and expenses) in connection with any loss or damage to any property or facilities of Association or Unit owner caused by the acts or omissions to act, negligence or willful misconduct of the Company, its directors, officers, employees, contractors, and/or agents in connection with the exercise of the Company's rights and obligations under the terms of this Agreement. Similarly, Association shall indemnify, defend, protect and hold harmless the Company and its directors, officers, employees, contractors, agents, and representatives (collectively, the "Company Indemnified Parties"), from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable legal fees and expenses) in connection with any loss or damage to any property or facilities of Company Indemnified Parties caused by the acts or omissions to act, negligence or willful misconduct of Association, its directors, officers, agents,

and representatives in connection with the exercise of Association's rights and obligations under the terms of this Agreement.

10. Dispute Resolution. Subject to compliance with the Residents' dispute process described in *Section 4*, all disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, each party shall appoint an arbitrator and the 2 arbitrators so appointed shall then select a third arbitrator, who shall alone make the determination of the dispute. The arbitrator shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Property is located, without regard to its choice of law principles. The decision of the arbitrator shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction.

11. By signing this Agreement, Association represents and warrants that it is the Association of the Property and that the Association has full power and authority to enter into this Agreement. Further, Association has obtained any necessary approvals of the individual Unit owners as required by law or the bylaws of the condo or homeowners' association.

12. Compliance with Laws and Regulations. Each of the parties shall perform its obligations under this Agreement in a manner that complies with all applicable federal and state laws and regulations.

13. Notices. All notices, requests and demands under this Agreement (other than routine operational communications) shall be in writing and shall be deemed duly given: (a) when delivered by hand; (b) one day after being delivered to a commercial express or overnight courier delivery service, with confirmed receipt of delivery; or (c) three (3) days after the day of mailing, when mailed by first class U.S. mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Company:

IQ Fiber
6410 Southpoint Pkwy Ste 300.
Jacksonville, FL 33216
Attention: CMO
Email : _____

If to Association:

Townhomes of Bay Crest Homeowners Association,
Inc.,
8337 Bay Crest Court
Chesapeake Beach, Maryland, 20732

Either party may give any notice using any other means (electronic mail), but no such notice shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Either party may change the address to which notices are delivered by giving the other party notice in the manner herein set forth.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter of this Agreement.

15. Amendment. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of each party.

16. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive and continue in full force and effect.

17. Attorneys' Fees. If either party brings an action to enforce the terms of this Agreement or to declare or clarify any rights hereunder, including arbitration the prevailing party in any such action will be entitled to recover from the non-prevailing party or parties all costs and expenses incurred by the prevailing party in such action, including, but not limited to, reasonable attorneys' fees, and other legal costs or expenses.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile transmission, or e-mail transmission of images in PDF or electronic format, of any signed original counterpart shall be deemed the same as the delivery of an original.

IN WITNESS WHEREOF, the parties have executed this Right of Entry Agreement as of the Effective Date.

COMPANY:

ThinkBigNetworks, LLC
(d/b/a IQ Fiber)

By: _____
Kim Smithers, Chief Marketing Officer

ASSOCIATION:

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT A
The Property

