

BUILDING ACCESS AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2016

BETWEEN:

of

("Licensor")

AND:

SHAW TELECOM G.P., having an office at
Suite 900, 630 – 3 Avenue SW, Calgary, AB T2P 4L4
("Shaw")

WHEREAS the Licensor is the owner of the building municipally known as _____ (the "**Building**");

AND WHEREAS The Licensor has agreed to grant to Shaw the right to install, operate and maintain certain telecommunications equipment for the purpose of operating a telecommunications point of presence facility in the Building (the "**Facilities**") subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Basic Terms

- .01 Deemed Area: an area comprised of 4 x 4 square feet, more or less, in the main electrical room in the Building.
- .02 Permitted Use: installation, support and storage of telecommunications equipment housing for the benefit of the Licensor's tenants of the Building as more particularly described in Section 4 below.
- .03 License Period: five (5) years commencing on _____, 20____ and expiring on _____, 20____.

The foregoing Basic Terms are agreed to by the Licensor and Shaw and any reference in this Agreement to any one of the same refers to the terms defined above.

2. License: The Licensor hereby grants to Shaw a license to access, use and occupy the Deemed Area during the License Period.

3. Renewal: This Agreement shall automatically renew for a further period of five (5) years unless Shaw gives at least sixty (60) days notice to the Licensor prior to the expiry of the License Period.

4. Use of the Deemed Area: The Licensor grants permission to Shaw for itself or as agent of an affiliate, associate or partner of Shaw, and Shaw shall have the right:

- (a) to construct, install, operate, maintain, repair, supplement, upgrade, connect, remove and replace in or on the Deemed Area such equipment, including but not limited to, cable, apparatus, fixtures and attachments, optic cross connection equipment and associated equipment (collectively, the "**Equipment**") as may be necessary for Shaw's operations which Equipment shall include all attachments affixed by Shaw to the Deemed Area and the Building;
- (b) to have access to the Deemed Area subject always to Licensor's reasonable security requirements, 24 hours a day 7 days a week; and
- (c) to use the Equipment, Deemed Area and the conduit system of the Building for the purpose of any transmission, emission or reception of signs, signals, writings, images, sounds or intelligence of any nature (collectively, the "**Signals**") by wire, radio, visual, fibre optic or other system ("**Telecommunications**").

In the event of an Emergency the Licensor will contact Shaw via phone 1-866-244-7475 or by email at noc@shawbusiness.ca.

5. Access to Conduits: The Licensor hereby grants to Shaw non-exclusive access in, over, or under those portions of the Building and the lands upon which the Building is situated (the "**Lands**") with respect to those utilities necessary to maintain the Equipment, conduits, electric power and Telecommunications facilities as may be necessary for the Permitted Use, such access to include the right to install, construct, operate, maintain, or repair conduits, wires and cables of all kinds in, under and upon the Lands at such location(s) as may be approved by the Licensor in advance (which approval shall not be unreasonably withheld).

6. Indemnity: Shaw hereby indemnifies and saves harmless the Licensor from and against all claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted, in respect of loss or destruction of, or damage to,

property or in respect of personal injuries, including death, against the Licensor to the extent the same are attributable to the negligence or any wilful act or omission of Shaw, its successors, assigns, servants, agents, invitees and licensees, or any of them, while in the course of exercising any right or privilege or doing anything which is required or permitted by reason of this Agreement. Notwithstanding the foregoing, Shaw shall not be liable for special, indirect or consequential damages arising under this Agreement.

7. Shaw to Insure: Shaw shall, throughout the License Period and during all such other times as it occupies the Deemed Area, at its sole cost and expense, take out and keep in full force and effect commercial general liability insurance on an occurrence basis against claims for personal injury, death or property damage suffered by others arising out of the operations upon the Deemed Area, indemnifying and protecting the Licensor and Shaw in an amount not less than \$1,000,000 and to such extent as may from time to time be usual and prudent with persons carrying on similar businesses in similar properties.

8. Ownership and Surrender: The Equipment installed by Shaw or by any of its predecessors on, in or to the Building shall remain the sole and exclusive personal property of Shaw notwithstanding that the Equipment may be in part or in whole attached to the Building. At the end of the License Period, Shaw may, at its option, remove the Equipment from the Building or a portion thereof and surrender the Deemed Area to the Licensor in the condition required to be maintained by Shaw under the provisions of this Agreement.

9. Termination by Shaw: Shaw may terminate this Agreement by giving thirty (30) days written notice to the Licensor under the following conditions:

(a) If operations of any nature or kind whatsoever, including third party Telecommunication's operations or equipment, interferes in any manner with the Signals transmitted or received by the Equipment;

(b) If in the sole opinion of Shaw the construction or the operation of the Equipment is or becomes impossible by reason of government decision, law, bylaw or regulation, by giving thirty (30) days written notice to the Licensor; or

(c) if Shaw determines that it is unable to use the Building for its intended purpose.

10. Assignment: Shaw shall not assign this Agreement without the prior written consent of the Licensor being first had and obtained, which consent shall not be unreasonably withheld. Notwithstanding the foregoing Shaw may assign this Agreement in whole or in part to a person that directly or indirectly controls, is controlled by or under common control of Shaw, to a partner of Shaw or to a purchaser of substantially all of its Equipment under this Agreement without the prior consent of the Licensor. A change of control of Shaw shall not be considered an assignment of this Agreement. If the Licensor transfers or disposes of its interest in the Building or the Lands, the Licensor shall require the transferee to take an assignment of this Agreement in form and substance acceptable to Shaw, acting reasonably.

11. Remedies of Licensor on Event of Default: Upon the happening of an event of default, the Licensor may exercise any remedy it may have at law or in equity, including the right to terminate this Agreement. No remedies shall be deemed to be exclusive, and the Licensor may from time to time have recourse to one or more or all of the available remedies.

12. Counterpart: This Agreement may be executed and delivered by facsimile or other electronic means or in counterparts, delivery of which will constitute an original.

13. Notice: Any notice required or permitted to be given hereunder may be sufficiently given by mail, personal delivery or facsimile or other electronic transmission, to the parties at addresses given above. Any notices sent to Shaw must be addressed to the attention of EVP & Chief Legal and Regulatory Officer. Delivery of any notice shall be effective on the third day following the date of mailing, or on the date of delivery of electronic transmission, in such cases.

14. Authority: If any signatory, as Licensor, to this Agreement is someone other than the registered owner on title to the Building or the Lands (the "Owner"), that signatory hereby represents and warrants that it is authorized and has been granted full power, right and capacity to enter into and execute this Agreement on behalf of the Owner, or as agent for the Owner, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their respective duly authorized officers in that behalf, as of the day and year first above written.

SHAW TELECOM G.P.

Per: _____

Name & Title: _____

Per: _____

Name & Title: _____

I/We have the authority to bind the Licensor

Per: _____

Name & Title: _____

Per: _____

Name & Title: _____

I/We have the authority to bind Shaw