

## BUILDING ACCESS AGREEMENT

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021

BETWEEN:

of

("Licensor")

AND:

**SHAW CABLESYSTEMS 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 the Licensor has agreed to grant to Shaw the right to install, operate and maintain certain telecommunications equipment in, on or under the Building for the purpose of providing general telecommunication services and operating a telecommunications point of presence facility 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

- (a) **Deemed Area:** an area comprised of 4 x 8 square feet, more or less (including wall space), in the main electrical room in the Building and the location of any mounted Equipment in, under or on the Building.
- (b) **Permitted Use:** installation, support and storage of telecommunications equipment housing for the provision of telecommunication services for the benefit of the Licensor, tenants, customers, residents, visitors and other occupants of the Building as more particularly described in Section 2 below.

2. 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, fibre 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](mailto:noc@shawbusiness.ca).

3. Access to Conduits: The Licensor hereby grants to Shaw non-exclusive access in, on, 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 connect, operate and 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, on, 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).

4. License Period: This Agreement shall commence on **February 1, 2021** and continue for a term of ten (10) years (the "**License Period**"). The License Period shall automatically be extended for consecutive one (1) year terms (each, an "**Extension Period**") on the same terms and conditions unless written notice is given to the Licensor at least sixty (60) days prior to the expiry of the initial License Period or current Extension Period, as applicable.

5. 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.

6. 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.

7. Ownership and Surrender: The Equipment installed by Shaw or by any of its predecessors on, in, under 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 expiry or earlier termination of this Agreement (the "**Expiry Date**"), 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. If the Equipment is not removed within ninety (90) days of the Expiry Date, such Equipment shall be deemed abandoned and ownership and responsibility for the Equipment shall automatically pass to the Licensor.

8. 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.

9. 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: i) assign this Agreement in whole or in part; ii) assign any or all rights granted to Shaw under this Agreement; or iii) grant any right it has under this Agreement, 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.

10. WiFi and Wireless Equipment: During the License Period Shaw shall have the right to install, operate, maintain, repair, supplement, upgrade, connect, remove and replace WiFi and/or small cell wireless equipment including all related mounts, attachments and cabling ("**Wireless Equipment**") on the interior and/or exterior of the Building as approved by the Licensor in advance (which approval shall not be unreasonably delayed or withheld). The installed Wireless Equipment shall be deemed to be Equipment under this Agreement and the installation and use of such Wireless Equipment shall be a Permitted Use. Notwithstanding Section 7, if written notice is given to Shaw no more than ninety (90) days following the Expiry Date requesting the removal of the Wireless Equipment, Shaw agrees to remove the Wireless Equipment within a reasonable period following receipt of such notice.

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.

15. Limitation of Liability: The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, the Licensor's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations.

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 CABLESYSTEMS G.P.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

I/We have the authority to bind the Licensor

I/We have the authority to bind Shaw