

**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Y	M	D

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

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Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E**

SCHEDULE

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

**LAND TITLE ACT
FORM E**

SCHEDULE

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

TERMS OF INSTRUMENT – PART 2

This will confirm that the Transferor (the “**Owner**”) of the Property, described in item 2 of Part 1 of this General Instrument, has agreed, in consideration of the mutual covenants set out below, to grant Shaw Cablesystems Limited (“**Shaw**”) non-exclusive access to the Property in order to allow Shaw to provide telecommunication services (the “**Services**”), and the statutory right of way herein is necessary for the operation and maintenance of Shaw’s undertaking, on the following terms:

1. The Owner, by way of this Agreement, grants to Shaw the non-exclusive right to enter on or gain access over or under the Property for the purposes of: (a) providing the Services; (b) carrying, laying, constructing, maintaining, operating, repairing or using Shaw’s Network (that is, its conduits, cables, wires, telecommunication facilities and equipment (the “**Network**”)) on the Property; and (c) making use of the Property for all purposes necessary or incidental to the exercise of the rights granted in this Agreement.
2. Shaw shall have access to the Property during all reasonable business hours except that in situations of emergency, Shaw will have access at any and all times it requires.
3. The Owner may grant access to the Property to other providers of communication services but the Owner shall use its reasonable best efforts to see that such other service providers do not use, interfere with, attach any equipment or facilities to or have access to the Network without the prior written consent of Shaw.
4. Shaw will comply with all applicable orders, decisions, laws and regulations of any public authority having jurisdiction, relating to the Network including, without limitation, those orders and decisions established by the Canadian Radio-television and Telecommunications Commission.
5. Shaw is the owner of the Network, whether the Network is installed by Shaw or by its predecessor and the Network shall not be considered a fixture to the Property despite any principle of law to the contrary. The Owner acknowledges that it does not have authority to use or permit anyone else other than Shaw to use, interfere with or have access to the Network or to create any lien or charge on any part of the Network.
6. Shaw will be responsible for all losses and damages sustained by the Owner caused by any act or omission of Shaw under this Agreement. The Owner shall not interfere with the Network and will be responsible for all losses and damages sustained by Shaw caused by any act or omission of the Owner, its agents, employees or licensees. Neither party to this Agreement shall be responsible for any pure economic loss or loss of profit suffered by the other as a result of this Agreement.
7. This Agreement and the rights granted to Shaw shall be an interest in and run with the Property. This Agreement shall not be construed as or constitute a lien or financial charge on the Property.

8. This Agreement shall be binding on and benefit the successors and assigns of Shaw and the Owner. If any provision of this Agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. This Agreement is the entire agreement between the parties regarding the subject matter described in this Agreement and supersedes all prior negotiations and agreements and may only be modified in writing signed by all the parties to this Agreement. This Agreement shall be subject to the laws of the Province in which the Property is located.

9. Any notice required to be delivered under this Agreement will be in writing and sent by registered mail, facsimile or delivered personally to the Owner at the Registered Office address set out for the registered owner of the Property in the records of the Registrar of Companies of British Columbia at the time the notice is given, or failing the registered owner of the Property being a Company registered in British Columbia at such time, at the address set out on title for the registered owner of the Property at the time the notice is given, and to Shaw at the address set out in Item 6 on page 1 of this Agreement to the attention of:

Peter Johnson, EVP & Chief Legal and Regulatory Officer

10. The term “Shaw” as used in this Agreement includes Shaw Cablesystems Limited, its affiliates and any partnership in which Shaw Cablesystems Limited is a partner, and their respective agents and employees.

11. Shaw may without consent, assign or sublicense this Agreement to a purchaser of all or substantially all of its entire Network in the licensed area under this Agreement.