

AMENDING AND RENEWAL AGREEMENT

THIS AGREEMENT made the ^{MARCH}15 day of ~~February~~, 2017.

BETWEEN:

SHAW CABLESYSTEMS G.P. ("Shaw Cable")
and SHAW SATELLITE G.P. ("Shaw Direct")
Suite 900, 630 – 3 Avenue SW
Calgary, Alberta T2P 4L4
(Shaw Cable and Shaw Direct collectively referred to as "Shaw")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as represented by the
MINISTER OF PUBLIC SAFETY AND SOLICITOR
GENERAL, CORRECTIONS BRANCH**
7th Floor - 1001 Douglas Street
Victoria, BC, V8W 2C5
("Corrections Branch")

WHEREAS:

Shaw and Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Justice and Attorney General, Corrections Branch are parties to that certain bulk cable service contract dated December 20, 2012, as amended (collectively, the "Agreement") pursuant to which Shaw provides to the Properties during the Term, as more particularly set out in the Agreement;

AND WHEREAS:

The Agreement was transitioned from the Ministry of Justice and Attorney General to the Ministry of Public Safety and Solicitor General, Responsible for the Corrections Branch in December 2015;

AND WHEREAS:

Shaw and Corrections Branch desire to renew the Agreement and amend certain terms;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants set out below the parties hereto agree as follows:

1. All defined terms contained in the Agreement shall have the same meanings in this agreement, unless expressly defined otherwise herein.
2. The effective date of this Amending and Renewal Agreement shall be April 1, 2017.

3. The Term of the Agreement is renewed for a period of five (5) years commencing on April 1, 2017;
4. Section 7 of the Agreement shall be deleted in its entirety and replaced with the following:

“Shaw will, at its own cost, service, maintain and manage Shaw’s Network to ensure the delivery of the Services.”

5. Section 15 of the Agreement shall be deleted in its entirety and replaced with the following:

Shaw and Corrections Branch acknowledge and agree that Corrections Branch may terminate the Agreement at any time upon sixty (60) days written notice to Shaw and the Early Termination Charge will be payable as follows:

- (a) Fifteen percent (15%) of the remaining bulk rate charges otherwise payable to the end of the Term if terminated in the first year;
 - (b) Ten percent (10%) of the remaining bulk rate charges otherwise payable to the end of the Term if terminated in the second year;
 - (c) Five percent (5%) of the remaining bulk rate charges otherwise payable to the end of the Term if terminated in the third year;
 - (d) Five percent (5%) of the remaining bulk rate charges otherwise payable to the end of the Term if terminated in the fourth year;
 - (e) Five percent (5%) of the remaining bulk rate charges otherwise payable to the end of the Term if terminated in the fifth year.
6. The following clauses will be added to the Agreement:


“Shaw will provide all initial digital cable terminals (DCTs) required to receive the Services at the Nanaimo Correctional Centre. BC Corrections acknowledges that it is responsible for, and will at its sole cost and expense replace, any lost, stolen, or damaged DCTs. At the expiry or earlier termination of this Agreement, BC Corrections will be responsible for collecting all DCTs. Shaw will arrange to pick-up the DCTs from BC Corrections.”

“Shaw agrees to grant to BC Corrections to a one-time right to change the service level to any Property under the Agreement to Personal TV (Shaw Cable) and English Essentials + Lifestyle (Shaw Direct) at the rates set out in Schedule “B” at anytime during the Term upon thirty (30) days notice to Shaw as the address set out above (Attention: EVP & Chief Legal and Regulatory Officer), and the parties will enter into a further amending agreement to address this change.”

7. BC Corrections has entered into a Service Order Form (SOF) dated November 21, 2016 for services to 200 Enterprise Way, Oliver BC and hereby terminates the SOF effective March 31, 2017. The parties agree that this Property will be added to the Agreement.
8. Schedule "A" is hereby deleted in its entirety and replaced with Schedule "A" attached hereto to include this additional Property.
9. Schedule "B" is hereby deleted in its entirety and replaced with Schedule "B" attached hereto.
10. The parties acknowledge and agree that Schedule "C" of the Agreement is no longer applicable.
11. Except as amended by this agreement, the terms and conditions of the Agreement shall remain in full force and effect with the intention that the Agreement should be read in conjunction with and construed with this agreement.
12. This Agreement shall be binding upon the parties hereto and their respective successors, assigns and permitted assigns as the case may be.

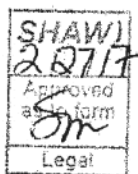
IN WITNESS WHEREOF SHAW CABLESYSTEMS G.P. and SHAW SATELLITE G.P. and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL have executed this Agreement by their respective duly authorized officers in that behalf, as of the day and year first written above.

SHAW CABLESYSTEMS G.P.


Per:  **Phil Murray**
Vice President, Sales

SHAW SATELLITE G.P.

Per: _____



**HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented
by the MINISTER OF PUBLIC SAFETY
AND SOLICITOR GENERAL,
CORRECTIONS BRANCH**

Per:  **Edmond Adam**

Per: _____

Schedule "A"
Properties

Shaw Cable:

<u>Location</u>	<u>Number of rooms</u>
Alouette Correctional Center for Women (ACCW) 24800 Alouette Road, Maple Ridge, BC V4R 1R8	182
Kamloops Regional Correctional Centre (KRCC) 2550 Trans Canada Highway, Kamloops, BC V2C 5M9	169
Nanaimo Correctional Centre (NCC) 3945 Biggs Rd, Nanaimo, BC V9T 5P9	23
North Fraser Pretrial Centre (NFCC) 1451 Kingsway Avenue, Port Coquitlam, BC V3C 1S2	323
Prince George Regional Correctional Centre (PGCC) 795 Highway 16 East, Prince George, BC V2L 5J9	176
Surrey Pretrial Services Centre (SPSC) 14323 57 th Ave, Surrey, BC V3X 1B1	329
Vancouver Island Regional Correctional Centre (VIRCC) 4216 Wilkinson Rd, Victoria, BC V8Z 5B2	221

Shaw Direct:

Ford Mountain Correctional Centre (FMCC) 57657 Chilliwack Lake Rd., Chilliwack, BC V2X 7G3	99
Fraser Regional Correctional Centre (FRCC) 13777 256 th St, Maple Ridge, BC V2X 0L7	323
Okanagan Correctional Centre (OCC) 200 Enterprise Way, Oliver BC V0H 1T2	440

Schedule "B"
Rate Schedule

Classic Cable provided by Shaw Cable to the Properties shown in Schedule "A"

English Essentials, Real Life Bundle and Prime Time Bundle provided by Shaw Direct to the Properties shown in Schedule "A"

Effective April 1, 2017 to March 31, 2018 the Bulk Rate shall be \$13.70 per room plus all applicable taxes, levies or other charges levied by any authority having jurisdiction (the "Applicable Taxes").

Effective April 1, 2018 to March 31, 2019 the Bulk Rate shall be \$14.25 per room plus all Applicable Taxes.

Effective April 1, 2019 to March 31, 2020 the Bulk Rate shall be \$14.82 per room plus all Applicable Taxes.

Effective April 1, 2020 to March 31, 2021 the Bulk Rate shall be \$15.41 per room plus all Applicable Taxes.

Effective April 1, 2021 to March 31, 2022 the Bulk Rate shall be \$16.03 per room plus all Applicable Taxes.

*No Pay-Per-View programming or events or any Video-on-Demand services are available under this Agreement.

Personal TV provided by Shaw Cable to the Properties shown in Schedule "A"

English Essentials and Lifestyle provided by Shaw Direct to the Properties shown in Schedule "A"

Effective April 1, 2017 to March 31, 2018 the Bulk Rate shall be \$12.20 per room plus all applicable taxes, levies or other charges levied by any authority having jurisdiction (the "Applicable Taxes").

Effective April 1, 2018 to March 31, 2019 the Bulk Rate shall be \$12.69 per room plus all Applicable Taxes.

Effective April 1, 2019 to March 31, 2020 the Bulk Rate shall be \$13.20 per room plus all Applicable Taxes.

Effective April 1, 2020 to March 31, 2021 the Bulk Rate shall be \$13.72 per room plus all Applicable Taxes.

Effective April 1, 2021 to March 31, 2022 the Bulk Rate shall be \$14.27 per room plus all Applicable Taxes.

*No Pay-Per-View programming or events or any Video-on-Demand services are available under this Agreement.

Bulk Rate - The Movie Network ("TMN")

Corrections Branch may add TMN services to all rooms at the Nanaimo Correctional Centre or remove TMN services to all rooms at the Nanaimo Correctional Centre upon thirty (30) days notice to Shaw. Shaw shall increase or decrease the monthly service charge as applicable by the number of rooms added or removed multiplied by the bulk rate shown below. Corrections Branch acknowledges that TMN is not available on a per room basis.

Effective April 1, 2017 to March 31, 2022, the Bulk Rate shall be \$12.68 per room plus all Applicable Taxes.