

# Bell Aliant

## TELECOMMUNICATION AND BUILDING ACCESS LICENSE

This License is made as of the date last signed by both Parties below (the "Effective Date").

In consideration of the mutual rights and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bell Aliant Regional Communications, Limited Partnership ("Bell Aliant") and Polycorp Properties Inc. (the "Licensor") hereby agree as follows:

1. Licensor hereby grants to Bell Aliant, its affiliates, successors and assigns, at no cost or charge to Bell Aliant, the right to:
  - a. enter on and gain access in, over or under the multi-unit dwelling building(s) as defined in Schedule "A" - MDU Buildings (the "Building") for the purposes of making available and providing all services supported by the Equipment, subject to CRTC rulings from time to time (the "Bell Aliant Services"), to occupants of the Building ("Occupants");
  - b. with Licensor's reasonable approval, use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment in, on, over or under the Building. "Equipment" means an in-building fibre-optic system (cabling and termination equipment) to be designed, installed and maintained by Bell Aliant, and includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver and demonstrate Bell Aliant Services to Occupants; and
  - c. in the event closed-circuit security television cameras and/or other video equipment (e.g., amplifiers, splitters) (collectively, the "CCTV") exists in the Building, access and to use the signal feed from such CCTV's for the purpose of injecting such feed into the Bell Aliant Services. Licensor acknowledges that Bell Aliant makes no representation or warranty in connection with access to the CCTV or use, content or quality of the signal feed.

For greater clarity, the communications and electrical wiring pre-installed in each individual unit within the Building ("In-Suite Wiring") is the sole responsibility of the Licensor and/or the Occupants, and Bell Aliant shall not be responsible for In-Suite Wiring, including the cost of replacement or repair of same, under this License.

2. Licensor further grants to Bell Aliant the right to (a) access any existing path and/or conduit along, over, under or on the property, from the property line to the Building, and in or through the Building or (b) to install any additional paths or conduit required to deliver the Bell Aliant Services (the "Conduit"). The parties shall agree in advance (both acting reasonably) upon a plan of installation, upgrade or maintenance of the Equipment within the Conduit or, where Bell Aliant will install the Conduit, upon a plan of installation for such Conduit.
3. Licensor further grants to Bell Aliant the right to access the Building generally during normal business hours and as otherwise agreed to, to promote and market the Bell Aliant services to the Occupants or prospective Occupants, upon prior notice to Licensor or Licensor's property manager. Licensor or its property manager will not unreasonably withhold, obstruct or deny Bell Aliant access to the Building.
4. The Equipment will remain the property of Bell Aliant at all times, and will not become a fixture despite any legal principle to the contrary. Licensor agrees that it has no legal or equitable ownership interest in the Equipment and covenants that it shall not move, disturb or otherwise interfere with the Equipment without Bell Aliant's prior written consent. Any Conduit installed by Bell Aliant shall become a fixture and shall be the property of the Licensor.
5. Bell Aliant shall ensure that the Equipment is installed in a good and workmanlike manner, and shall be responsible for the provision, installation, maintenance and repair of the Equipment during the Term

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(subject to Bell Aliant's right to charge any Occupant for Occupant's in-suite requirements). All work will be done in accordance to the National Building Code and local bylaws.

6. Bell Aliant will be liable for any and all loss or damage arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent act of Bell Aliant, to the extent such loss or damage is caused by such negligent act of Bell Aliant. Notwithstanding the foregoing, in no event will Bell Aliant be liable for or indemnify and save harmless any of the Licensor Indemnitees from and against any indirect, special, incidental or consequential damages. The Licensor shall indemnify Bell Aliant for any loss of or damage to the Equipment caused by the Licensor, its employees, agents or contractors. This Section shall survive the expiration or termination of this License.
7. The term of this License is effective as of the Effective Date and shall continue to run for a period of ten (10) years from the Effective Date (the "Term"). The Term will be automatically extended for additional one year terms for so long as the Bell Aliant Services are available to the Building (the "Renewal Term") on the terms and conditions herein.
8. Either Party may terminate this License: (i) upon a party providing to the other party hereto with written notice of its intention not to renew this License at least one hundred and eighty (180) days prior to the expiration of the Term or the Renewal Term, provided that there are no active subscribers to Bell Aliant Services in the Building; (ii) for a material breach hereof, where such breach is not cured within ninety (90) days of receipt of written notice by the other party of such breach, or (iii) immediately, in the event the other party becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefits of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of the other party; or a creditor takes steps to issue an Application for a Bankruptcy Order against the other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. If the action of a governmental agency requires modification of Bell Aliant's services or the terms in which they are provided which is inconsistent with the terms of this License or impairs Bell Aliant's ability to provide its Services in an economical and technically practical fashion, Bell Aliant may terminate this License upon thirty (30) days written notice to the Licensor. Upon expiry or termination of this License and provided there are no further active subscribers to Bell Aliant Services in the Building (in which case Bell Aliant will retain title to the Equipment), Bell Aliant shall be allowed thirty (30) days to remove the Equipment, after which the Equipment shall be deemed abandoned and ownership and title shall automatically transfer to the Licensor. Bell Aliant shall be responsible for any damages done to the building and property due to the removal and maintenance of equipment.
9. Nothing in this License shall be construed or interpreted as granting Bell Aliant any exclusive access rights or access privileges in or to the Building to the exclusion of any other third parties.
10. None of the rights and obligations contained herein may be assigned or transferred by the Licensor without the prior written consent of Bell Aliant. Licensor shall immediately notify Bell Aliant, in writing, in the event of any proposed or actual sale, conveyance, assignment, transfer or condominium registration (collectively, the "Transfer") of all or part of a Building (the "Subject Building"). Upon any Transfer of the Subject Building, the Owner shall cause the transferee to execute and deliver to Bell Aliant an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein as they apply to the Subject Building as if the transferee was an original signatory hereof (the "Assumption"). Upon the date any such Assumption becomes effective, the Owner shall be immediately released from its obligations under this License in respect of the Subject Building (save and except for any outstanding obligations arising hereunder prior to such Assumption).
11. The Licensor and Bell Aliant agree that this License and any information provided by one party to the other party remains the property of the disclosing party, and agree to hold such information as confidential and shall not disclose such confidential information without the prior written consent of the

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disclosing party, unless disclosure of such confidential information is compelled by law or otherwise becomes publicly available.

12. The Licensor hereby permits Bell Aliant's service technicians, or contractors engaged by Bell Aliant, to enter units in the Building, upon request of the Occupant, to perform any wiring reasonably required, including without limitation, the placing of any surface mount in-unit wiring, within the unit in order to enable the delivery of Bell Aliant's information, communication and entertainment services.
13. Licensor hereby agrees that it has a responsibility to ensure that the Building and in particular, the parts of the Building where Bell Aliant's technicians or contractors are working, is in good repair, is a safe environment that complies with applicable health and safety statutes, regulations and generally accepted standards, and that any presence of known hazardous materials are disclosed to Bell Aliant before entry into the Building.
14. Licensor hereby acknowledges and agrees that Bell Aliant may use, from time to time, and at Bell Aliant's sole discretion, contractors to perform the work activities described in this License.
15. Bell Aliant reserves the right to terminate this License immediately upon notice to Licensor if its costs in connection with this License (as determined by a detailed cost assessment performed by Bell Aliant) are not satisfactory to Bell Aliant in its sole discretion.
16. This License will be governed by the laws of the Province of Nova Scotia and the applicable laws of Canada therein. This License shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including, but not limited to CRTC.

In witness whereof the parties have duly executed this License as of the date written below.

Polycorp Properties Inc.

BELL ALIANT REGIONAL COMMUNICATIONS,  
LIMITED PARTNERSHIP, by its general partner,  
BELL ALIANT REGIONAL COMMUNICATIONS  
INC.  
Per:

Per: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Owner  
Date: Dec 17/14

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Regional Sales Manager, MDU  
Date: Dec 18/14

## Schedule "A" - MDU Buildings

Owner	Civic Address	Number of Units
Polycorp Properties Inc.	3805 Mont Blanc Terr, Halifax, NS	64
Polycorp Properties Inc.	3807 Mont Blanc Terr, Halifax, NS	64
Polycorp Properties Inc.	3765 Kencrest Ave, Halifax, NS	6
Polycorp Properties Inc.	3775 Kencrest Ave, Halifax, NS	6
Polycorp Properties Inc.	5321 Glebe St, Halifax, NS	6
Polycorp Properties Inc.	5331 Glebe St, Halifax, NS	6
Polycorp Properties Inc.	67 Woodman Rd, Wolfville, NS	36
Polycorp Properties Inc.	45 Woodman Rd, Wolfville, NS	36
Polycorp Properties Inc.	43 Woodman Rd, Wolfville, NS	48
Polycorp Properties Inc.	41 Woodman Rd, Wolfville, NS	48
Polycorp Properties Inc.	39 Woodman Rd, Wolfville, NS	48
Polycorp Properties Inc.	MU6 Woodman Rd, Wolfville, NS	36
Total Units		402

## SCHEDULE 'B' WIRING AND EQUIPMENT INSTALLATION SPECIFICATIONS

### For FibreOp Installations:

All materials and workmanship must conform to CSA, TIA/EIA Telecommunication Cabling standards, CEC and local building codes. To conform to TIA/EIA Standards, the room shall be 10ft x 7ft and should be equipped with not less than 2 duplex power outlets, as well as appropriate connections for grounding and bonding. Additional power may be required based on the equipment that is to be housed in these locations.

A pathway in the form of appropriately sized conduit or sleeves shall be required to connect each of these rooms and the MTR.

A pathway from each of these rooms to the units it serves will be required or an accessible pathway through a drop type ceiling to the communication panel within each unit.

The communication panel in each unit is recommended to be 14" x 48" (minimum 14" x 28") and shall have one (1) duplex power receptacle. A minimum of Cat 5e cabling from the communication panel to the phone, internet and TV locations within the unit is required. [BA1]