

C A N A D A

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

DISTRIBUTION PERMIT

THIS PERMIT made this _____ day of _____, 201_____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, (hereinafter called "Canada"), as represented by the Minister of the Department of Indian Affairs and Northern Development, (hereinafter called the "Minister")

AND:

BELL ALIANT REGIONAL COMMUNICATIONS, LIMITED PARTNERSHIP, a limited partnership having its head office at the City of Halifax, in the Province of Nova Scotia, (hereinafter called the "Permittee")

WHEREAS the Lands hereinafter described are vested in Canada and have been duly set apart as an Indian Reserve for the use and benefit of the _____;

AND WHEREAS the Permittee has applied to the Minister for permission to use and exercise rights on those portions of the Lands shown on the Plan, a copy of which is attached as Schedule "____", for the purpose of exercising the rights hereinafter described;

AND WHEREAS by consent expressed pursuant to Subsection 28(2) of the *Indian Act*, the Band Council of the _____ Band on behalf of the Band, for whose use and benefit the Reserve has been set apart, by Band Council Resolution no. _____ dated _____, attached as Schedule "A", has recommended approval of the said application;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of \$1.00 paid by the Permittee on or before the execution here of as a fee, to the Minister of Indian Affairs and Northern Development (hereinafter called "the Minister") and of the premises hereto and the mutual covenants, warranties, representations, agreements and payments herein set forth, the Parties mutually covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1

1.1 **Definitions** – in this Permit, including the recitals hereto, this Section and the Schedules, the words and phrases set forth below shall have the meaning ascribed thereto below, namely:

- 1.1.1 “Band” means the _____ Band of Indians;
- 1.1.2 “Band Council” means the council of the Band within the meaning of the *Indian Act*, or any successor thereto;
- 1.1.3 “Band Council Resolution” means Band Council Resolution No. _____ dated _____, a copy of which is attached as Schedule “A”;
- 1.1.4 “Business Day” means a day other than Saturday or Sunday or a statutory holiday in the Province of _____;
- 1.1.5 “Canada” means Her Majesty the Queen Right of Canada, as represented by the Minister;
- 1.1.6 “Distribution Lines” means all poles, towers, anchors, guy wires, cables, wires, fibre optic line, transformers, underground ducts located within the Permit Area and other equipment used by or attached by other utilities to the poles and towers with the permission of the Permittee for the purpose of the distribution and delivery of telecommunication services;
- 1.1.7 “Dollar” or “\$” means dollars of lawful currency of Canada;
- 1.1.8 “Lands” means all those lands set apart as Reserves for the use and benefit of the _____ Band;
- 1.1.9 “Minister” means the Minister of Department of Indian Affairs and Northern Development or his authorized representative;
- 1.1.10 “Minister’s Representative” means the Regional Manager, Lands Environment and Natural Resources, Department of Indian Affairs and Northern Development, Atlantic Region or his/her designate;
- 1.1.11 “Party” or “Parties” means a party or parties to and bound by this Permit;
- 1.1.12 “Permit” means this permit and any attachments or schedules hereto;

- 1.1.13 “Permit Area” means within the boundaries of the Reserve as shown in Schedule “___”;
- 1.1.14 “Permittee” means Bell Aliant Regional Communications, Limited Partnership and its successors and includes the Permittee's employees, servants, agents, officers, directors, invitees and contractors unless otherwise specifically stated herein;
- 1.1.15 “Person” means an individual, corporation, partnership, governmental agency, authority or department, joint venture or other legal entity, as the case may be;
- 1.1.16 “Plan” means the reference plans attached as Schedule “___”;
- 1.1.17 "Point of Presence" means the point where Bell Aliant Regional Communications, Limited Partnership's ownership of the fibre optic line terminates.
- 1.1.18 “Province” or “Provincial” means the Government of _____ or pertaining to the Government of _____, respectively;
- 1.1.19 “Reserve” means within the boundaries of the _____ Indian Reserve No. ____, set apart by Canada for the use and benefit of the _____ Band as renamed from time to time and including any additions to reserve from time to time;
- 1.1.20 “Term” means the term of this Permit and shall be as set forth in Section 3.1; and
- 1.1.21 “Works” means the Distribution Lines, and all improvements thereto within the Permit Area including one fibre optic cable to the point of presence.

1.2 Schedules – The following schedules are attached hereto and by this reference incorporated herein:

- Schedule “A” - the Band Council Resolution;
- Schedule “___” - the Plan of the Permit Area;

1.3 Headings – The headings of articles, sections and subsections herein and in the Schedules are inserted for convenience of reference only and shall not affect the construction or interpretation of the provisions of the Permit.

- 1.4 **Included Words** – In this Permit, words importing the singular include the plural and vice versa, words importing one gender includes the other gender and words importing individuals include corporations and other like bodies and vice versa.
- 1.5 **References** – Except as otherwise provided for herein, “this Permit”, “hereto”, “herein”, “hereof”, “hereby”, “hereunder” and similar expressions refer to this Permit in its entirety and not to any particular articles, section, subsection, or other portion hereof. Unless otherwise specified herein, references herein to a Schedule refer to a Schedule to this Permit and references to a section, subsection, or article of body of this Permit.
- 1.6 **Conflicts** – Whenever any term or condition whether express or implied, of any Schedule attached hereto conflicts with or is at variance with any term or condition set out in this Permit, the latter shall prevail.
- 1.7 **Invalidity of Provisions** – If any of the provisions of this Permit should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforce ability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE 2 **PURPOSE**

2

- 2.1 **Purpose** – The Minister, on behalf of Canada, pursuant to Subsection 28(2) of the *Indian Act*, subject to the terms and conditions contained herein, hereby gives unto the Permittee, and all others permitted by the Permittee, including the licensees of the Permittee from time to time the right, licence and authority to construct, reconstruct, install, relocate, alter, repair, inspect, patrol, erect, string, replace, operate, maintain and extend within, upon, over or under and remove from the Reserve, the Works for the purpose of the distribution of telecommunication services to the Band, Band members and/or other customers of the Permittee or those permitted by the Permittee (the "Purpose").
- 2.2 **Exercise of Rights** – The Permittee may exercise any and all of the rights and privileges in any way related to the Permit Area hereby granted and shall install, construct, operate, maintain, inspect, alter, remove, replace, reconstruct, use or repair the Works in a good and workmanlike manner.
- 2.3 **Use of Permit Area** – The Permittee shall not use the Permit Area for any purpose other than the purposes intended and agreed to in this Permit.

ARTICLE 3
TERM

3

- 3.1 **Term** – The Term shall commence upon execution of this Permit and shall be for as long as the Permittee may require the Permit Area for the Purpose as outlined in Article 2 and maintains the Works or any substitute therefore and are not in default hereunder, and for as long as the service is needed by the _____ Band.

ARTICLE 4
PERMITTEE'S RIGHTS AND OBLIGATIONS

4

- 4.1 **Location of Works** – The Works are and will be located on the Reserve within, upon, over or under the Permit Area, as shown on the Plan.

- 4.2 **Construction** – Except for those acts authorized within the Agreement:

4.2.1 the Permittee shall not construct, alter, improve, extend or relocate any Works whatsoever within the Permit Area except with the consent of both the Minister and the Band Council given pursuant to this Section.

4.2.2 the Permittee shall deliver separate notices of any proposed construction, alteration, improvement, extension or relocation to the Works, accompanied by a plan detailing the location and nature of the proposed construction alteration, improvements, extension or relocation. Where the proposed construction, alteration, or improvement includes the installation of telecommunication lines, an environmental assessment pursuant to either the Canadian Environmental Assessment Act or any successor legislation to the Minister and to the Band Council will be provided, if applicable.

4.2.3 both the Minister and the Band Council each have an absolute discretion to grant or withhold consent to any proposed construction, alteration or improvement;

4.2.4 the consent of the Band Council will not be deemed to have been given unless given by a Band Council Resolution that has appended to it, as a schedule, a copy of the plan and environmental assessment, if applicable, referred to in subsection 4.2.2; and

4.2.5 if the Minister and the Band Council both consent to the proposed construction, alteration, improvement, extension or relocation, the Permittee shall construct, alter, improve, extend or relocate the Works in accordance with the plan referred to in subsection 4.2.2.

- 4.3 Maintenance** – The Permittee will, at its own expense, be responsible for operation and maintenance costs associated with use and occupation of the Permit Area.
- 4.4 Permit Area** – The Permittee shall have the following rights, privileges and obligations with respect to the Permit Area:
- 4.4.1 to clear the Permit Area of any trees, growth, buildings, water or obstructions, which might, in the opinion of the Permittee, interfere with or endanger the operation or maintenance of the Works or any part thereof, paying to the Minister reasonable compensation for the value, if any, of the trees, growth, building, water or obstructions, so cleared;
 - 4.4.2 to trim or cut down those trees on the Permit Area which, in the opinion of the Permittee, and with the prior approval of the Band, might endanger the Works or any part thereof;
 - 4.4.3 to pass and repass on the Permit Area subject to prior approval of the proposed route by the Band Council, except that if the Permittee considers it necessary to gain access to the Permit Area for reasons which, in the Permittee's opinion, constitute an unforeseen emergency requiring repair, reconstruction or protection of the telecommunication lines, then it may pass or repass over the Permit Area, advising the Band Council in writing within fourteen (14) days following entry;
 - 4.4.4 to pass and repass with vehicles and service personnel over existing reserve roads and trails to such extent as may from time to time be required by the Permittee to fulfil this Permit;
 - 4.4.5 to unload and store material on the Reserve at a site or sites mutually agreed upon by the Permittee, the Minister's representative and the Band Council, or a designated representative thereof, and to do such other things or acts as may be accessory to or requisite for the purpose of properly constructing, erecting, installing, stringing, operating, replacing, maintaining, extending and removing the Works;
 - 4.4.6 generally to all acts necessary or incidental to the business of the Permittee in connection with all of the foregoing.
- 4.5 Identification of Vehicles** – The Permittee shall make all reasonable efforts to ensure that any vehicle entering on Reserve under this Permit is clearly identified by a sign on each side of the vehicle carrying the Permittee's name and logo or the name and logo of a contactor of the Permittee.

- 4.6 Optional Right of Refusal** – The Band reserves the right to refuse entry to any vehicle not properly identified in accordance with section 4.5, above.
- 4.7 Property of Permittee** – Subject to section 10.1 of this Permit, and notwithstanding any rule of law or equity, the Works constructed, erected or installed by the Permittee within, upon or over the Permit Area, with the exception of fibre optic infrastructure beyond the Point of Presence, shall at all times remain the property of the Permittee, notwithstanding that the same may be annexed or affixed to the Permit Area and shall at any time and from time to time be removable in whole or in part by the Permittee.
- 4.8 No Set-Off** – Any compensation set forth in this permit shall be payable without any set-off, compensation or deduction whatsoever and without demand or other formality by the Minister for the purposes aforesaid.
- 4.9 Nuisance** – Where as a result of acts or omissions of the Permittee a nuisance exists, the Minister may by written notice, order the Permittee to abate the nuisance.
- 4.9.1 If the Permittee fails to abate the nuisance, the Minister may take whatever steps may be necessary to abate the nuisance and the Permittee shall be liable for the cost thereof and the same may be collected in the same manner as other debts due to Canada.
- 4.9.2 The construction, operation or maintenance of the Works shall not of themselves constitute a nuisance within the meaning of this Section, so long as the construction, operation or maintenance of the Works is done in a reasonable, workmanlike manner.
- 4.10 Limited Authority** – The authority to enter onto the Reserve only applies to vehicles and service personnel required to carry out construction and regular, routine inspection and servicing of the works.
- 4.11 Conditions of Works** – That the Permittee will, at its sole cost and expense, maintain the Works in good repair to the satisfaction of the parties..
- 4.12 Condition of the Permit Area**
- 4.12.1 The Permittee shall keep the Permit Area in a reasonable condition.
- 4.12.2 The Permittee covenants to carry out any reasonable request by the Minister's Representative necessary to keep the Permit Area in a reasonable condition.

4.12.3 The Minister's Representative may enter upon the Permit Area at any time for the purpose of examining the condition thereof.

4.13 Waste Materials – The Permittee covenants not to deposit rubbish, waste materials or any matter of an offensive nature anywhere on the Reserve except in such places, at such time and under such conditions as may be designated by the Minister's Representative.

4.14 Fencing

The Permittee shall not have the right to erect fences on the Permit Area.

4.15 Quiet Enjoyment – Subject to the rights and privileges of Canada and the Band herein contained and the Permittee performing and observing the covenants and conditions on its part to be performed and observed, the Permittee shall and may peaceably hold and enjoy the rights and liberties hereby granted without hindrance, molestation or interruption.

4.16 Covenants of Permittee – The Permittee covenants and agrees with Canada:

4.16.1 not to bring onto or consume upon the Reserve alcoholic beverages of any kind whatsoever; and

4.16.2 not to hunt, fish or carry firearms on the Reserve.

4.17 Minimum Inconvenience – The Permittee shall locate the Works in such a fashion as to provide a minimum of inconvenience to the Minister and the Band.

4.18 Contractual Rights Only – The Permittee and Canada mutually covenant and agree that this Permit is entered into under Subsection 28(2) of the Indian Act and the rights given hereby shall be construed as contractual rights only and shall not be deemed to grant, convey or confer on the Permittee any right in rem or any estate or interest in the title to those portions of the Reserve designated as the Permit Area.

4.19 No Greater Right – Notwithstanding anything contained in this Permit, the Permittee on behalf of its officers, servants, agents, tenants, licensees and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right or rights upon the Permittee, its officers, employees, contractors, sub-contractors, servants, agents, tenants, licensees and invitees than the Minister is authorized to confer by Subsection 28(2) of the Indian Act.

4.20 No Rights of Tenancy – This Permit is given solely for the aforesaid purposes and does not create any rights of tenancy or any possessory rights of exclusive use or occupation of the Permit Area by implication or otherwise.

4.21 Default by Permittee

4.21.1 In the event that the Permittee makes any default in the performance of any of the terms, covenants or conditions herein contained, this Permit shall not immediately terminate, but the Permittee shall be obliged to commence to remedy any such default within sixty (60) days after written notice thereof has been given to the Permittee by the Minister, and to thereafter diligently complete the remedy.

4.21.2 Any act or omission that is an act or omission of the Permittee's employees, directors, agents, contractors or any other person acting on behalf or under the direction of the Permittee, shall be deemed to be an act or omission of the Permittee.

4.21.3 If any disagreement arises as to whether the curing of any default is promptly commenced or is proceeded with due diligence, the question may be referred to the Federal Court. The decision of the Federal Court shall be final and binding upon the Parties hereto.

4.21.4 Failure to remedy the default within sixty (60) days written notice thereof given to the Permittee by the Minister shall, notwithstanding any other term or provision in this Permit, entitle the Minister to terminate the Permit, and thereupon these presents and everything herein contained and the right hereunder shall absolutely cease, and be void without the requirement of re-entry or any other act or legal proceedings.

4.21.5 Canada shall nevertheless be entitled to recover from the Permittee any fees or charges then accrued or accruing, and moreover, that any right of action by Canada against the Permittee in respect of any antecedent breach of the terms, covenants and conditions shall not thereby be prejudiced.

4.22 Restoration by Permittee – Upon the discontinuance of the exercise of the rights and authority hereby given, the Permittee shall, when required to do so by the Minister's representative, restore all Permit Area entered, including all of the Permits Area, to the same condition, so far as may be practicable to do so, as the same was in prior to entry thereon and use thereof by the Permittee.

ARTICLE 5

5 APPLICABLE LAWS AND REGULATIONS

5.1 Laws and Regulations – The Permittee covenants and agrees to ensure that all activities on the Permit Area shall be conducted in compliance with all relevant and applicable laws, statutes, band by-laws requirements, directions, orders, ordinances, notices, rules and regulations of Canada and the Province or any

competent municipal authority of agency, including, without limiting the generality of the foregoing, all applicable environmental protection legislation, regulations, guidelines and orders.

5.2 Payment of Taxes- The permittee shall pay any taxes, duties, tolls, imposts or levies (in this Section, the “Taxes”) of any kind or nature howsoever, lawfully charged, imposed or assessed by Canada or the Band.

5.3 Environment – The Permittee covenants and agrees that:

5.3.1 Pursuant to section 4.2, development on the Permit Area must be conducted in accordance with the Canadian Environmental Assessment Act or its successor legislation and regulations made there under, and all applicable federal policies and procedures as they may be amended, revised, consolidated or substituted from time to time.

5.3.2 All improvement on the Permit Area will be constructed, operated, maintained and decommissioned in accordance with all specifications, mitigative measures and environmental protection measures described in any Environmental Impact Statement resulting from section 4.2, which specifications, mitigative measures and environmental protection measures become conditions which form part of this Permits.

5.3.3 There will be no residual adverse environmental impact as a result of the use of the Permit Area.

5.4 Canadian Environmental Protection – The Permittee covenants and agrees to ensure that no contaminants or toxic substances as defined under the Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33, as amended, revised, consolidated or substituted from time to time or as defined under equivalent provincial legislation shall be used, emitted, discharged or stored on the Permit Area except in strict compliance with all application statutes, regulations, by laws, ordinances, regulations, or orders imposed by any competent authority.

5.5 Environmental Impact - Notice – The Permittee covenants and agrees to provide the Minister with written notice of any detrimental environmental impacts forthwith upon discovery by the Permittee. Should the use of the Permit Area by the Permittee or by the Permittee’s invitees, agents, employees or contractors contribute to any detrimental environmental impacts for which the Minister considers remedial action to be necessary the Permittee hereby agrees to undertake remedial action immediately to the satisfaction of the Minister and pay the costs of such remedial action.

5.6 Environmental Impact - Mitigation – The Permittee covenants and agrees to use commercially reasonable efforts to implement the appropriate technology, design or repair to mitigate anticipated or actual adverse environmental impacts

attributable to the use of the Permit Area immediately upon the discovery by the Permittee.

- 5.7 Environmental Inspection** – The Permittee covenants and agrees to ensure that the Minister’s representatives can enter onto the Permit Area at all times to inspect and monitor any activities on the Permit Area that the Minister feels is causing or may cause an adverse environmental impact and to ensure that the Permittee has mitigated any anticipated or actual adverse impacts on the environment to the satisfaction of the Minister.

ARTICLE 6
LIABILITY AND INDEMNITY

6

- 6.1 Indemnity** – The Permittee shall, from and after the commencement of the Term, indemnify and save harmless Canada and the Band against all claims, any person or persons, or damage to property occurring on the Reserve, by whomsoever made or brought against Canada or the Band by reason of or arising out of:

6.1.1 the acts or omissions of the Permittee, its officers, servants, agents, tenants, licensees, and invitees while constructing, maintaining or operating the Works of the Permittee over the Permit Area;

6.1.2 any act or omission on the part of the Permittee, its officers, servants, agents, employees, invitees, or independent contractors in respect of or in relation to the said Works including the constructing, maintaining or operating the same;

6.1.3 the escape of electrical power resulting in fire, explosion or other cause whatsoever of electricity on the Reserve due to the said Works; and

6.1.4 any act or omission on the part of any Permittee officers, servants, agent or employees in respect of or in relation to the said Works on the Reserve, except to the extent such damages, injuries or death are caused or contributed to by the negligence of Canada’s or the Band’s servants, agents or employees.

- 6.2 Compensation for Damages** – Without limiting the generality of section 6.1, the Permittee shall, from and after the commencement of the Term, fully compensate and pay to Canada or the Band, as the case may be, for any and all losses or damages suffered or sustained by Canada, the Band or any members of the Band, as the case may be, by reason of or arising out of the exercise or purported exercise by the Permittee of the rights and privileges of the Permittee hereunder or the failure by the Permittee to fulfil any obligation of the Permittee hereunder, including, without limitation, any damage to the Permit Area or part

thereof or improvements thereon or to any adjoining lands or improvements thereon.

- 6.3 Limitations on Indemnity** - The obligations of the Permittee to indemnify and compensate as contained in sections 6.1 and 6.2 are subject to the indemnified or compensated Party giving the Permittee prompt notice of the claim, demand, action, suit or other proceeding and providing the Permittee with a reasonable opportunity to participate in the defence thereof.
- 6.4 Damage to Roads and Property** – The Permittee shall, in relation to activities undertaken pursuant to this Permit:
- 6.4.1 repair, or compensate Canada for damage caused to Reserve roads and trails by reason of or arising out of the Permittee’s use of such roads and trails; and
- 6.4.2 compensate the Band, its members, or any lessee or Permittee of Canada, where applicable, for any loss or damage to their real or personal property by reason of or arising out of the exercise by the Permittee of the right and privileges of the Permittee hereunder or the failure by the Permittee to fulfil any obligation of the Permittee hereunder.
- 6.5 Liability of Canada** – Canada shall not be liable or responsible in any way for any loss, theft, damage or injury to the Works unless caused by the wilful acts or negligence of Canada’s servants or agents upon the Permit Area.
- 6.6 Release by Permittee** – The Permittee hereby releases Canada, its agents, servants, employees and Band members from any and all liability for loss or damage relating to actions, suits, damages, costs, claims and demands of any nature whatsoever, other than those losses or damages caused by the wilful acts or negligence of Canada, its agents, servants, employees or a member of the Band.
- 6.7 Insurance** – The Permittee shall, during the Term of the Permit, at the sole cost and expense of the Permittee, maintain:
- 6.7.1 comprehensive general liability insurance in the name of the Permittee and Canada as an additionally insured, and in such form and with one or more companies satisfactory to Canada, against claims for personal injury, death or property damage occurring on, in or about the Permit Area, arising out of or resulting from the occupation, use and control of the Permit Area by the Permittee, such insurance to afford protection to the minimum limit of **THREE MILLION DOLLARS (\$3,000,000.00)**.to be reviewed every 5 years by the Minister for adequacy.

6.7.2 Furthermore, the Permittee shall send to the Minister certificates evidencing every policy of insurance which the Permittee has covenanted to take out, immediately after the Certificates of Insurance are issued and covenants further to send a Certificate of Renewal to the Minister as least five (5) days before the expiration of any policy in force or other evidence

ARTICLE 7
ASSIGNMENT

7

7.1 **No Right of Assignment** – The rights given by this Permit shall not be assigned or otherwise transferred.

ARTICLE 8
RIGHTS OF CANADA AND THE BAND

8

8.1 **Access Rights**

8.1.1 Canada, the members of the Band and any other Person authorized by Canada or the Band shall have the right to use and enjoy the Permit Area and shall have the right to pass and re-pass over the same, for any purpose except that which might interfere with the rights granted hereunder to the Permittee.

8.1.2 Notwithstanding subsection 8.1.1, Canada and the members of the Band or other Persons under their direction and control shall not excavate, drill, install, erect, construct, store or permit to be excavated, drilled, installed, erected, constructed or stored on the Permit Area any buildings or other structure, foundation, pavement, pit, well, material or equipment, nor shall they plant or permit to be planted or maintained any trees or landscaping or remove or substantially add to the ground cover over the Permit Area without the prior written consent of the Permittee.

8.1.3 Any Person exercising a right of use or access pursuant to this section shall be responsible for ensuring that all clearances required by safety codes applicable to the lands comprising the Permit Area shall be maintained and the costs and expenses of any alterations or modifications to the Works required to maintain such clearances shall be fully paid for by the Person exercising such rights.

8.2 Mines and Minerals – The Permittee shall allow Canada the right to permit any other Person to explore, search for, drill, remove and dispose of the oil, gas, minerals and petroleum in, on or under the Permit Area, and for that purpose to drill wells, lay pipelines and build such tanks, stations and structures as may be necessary and to take onto the Permit Area such equipment as may be required for these operations, subject to such conditions as the Minister and the Permittee may deem proper for the protection of the Permittee’s rights granted hereunder and necessary for the safety and protection of the works and subject to the observations, performance, execution and compliance by Canada or any Person authorized by Canada of all applicable laws, by-laws, rules, regulations, requirements, orders, directions, ordinances and the like of every federal, provincial, municipal or Band authority or agency.

ARTICLE 9 TERMINATION

9

9.1 Disposition of Works upon Termination – If this Permit is terminated for any reason:

9.1.1 the Permittee shall upon written notice to do so by the Minister’s representative, remove the Works at the Permittee’s own expense and restore the Permit Area to same condition as they were in prior to the granting of this Permit, and or to the reasonable satisfaction of the Minister’s representative.

9.1.2 if the Permittee fails or neglects to remove the Works in accordance with subsection 9.1.1 above within one hundred and eighty (180) days of notice to do so or fails or neglects to restore the Permit Area to a condition satisfactory to the Minister’s Representative, Canada may forthwith and without further notice to the Permittee, effect such removal and/or restoration at the Permittee’s expense, and the Permittee covenants to reimburse Canada for all costs of removal and restoration on demand, the termination of the Permit notwithstanding; or declare the Works to be the property of Canada, and upon such declaration the Works shall vest in Canada absolutely, without any claim for compensation by the Permittee.

ARTICLE 10
DISPUTE RESOLUTION

10

- 10.1 Subject to Article 9, in the event of a dispute concerning the interpretation of the terms and conditions of the Permit, representatives of the Council, the Minister and the Permittee shall meet to discuss and make all reasonable efforts to resolve the dispute.
- 10.2 In the event the Minister and the Permittee are unable to reach an agreement, the matter in dispute may be referred by either party to the Federal Court of Canada for resolution pursuant to Section 17 of the *Federal Courts Act*.

ARTICLE 11
GENERAL

11

- 11.1 **Waiver** – No waiver on behalf of either Party of any breach shall take place or be binding unless the same is expressed in writing under the signature of the Minister or the agent authorized in that behalf or under the signature of a representative of the Permittee authorized in that behalf, as the case may be, and any waiver so expressed shall not be deemed to be a general waiver, or to limit or affect the rights of Canada or the Permittee with respect to any other breach hereunder.
- 11.2 **House of Commons** – No member of the House of Commons shall be entitled to any share or part of the Permit or to any benefit to arise there from.
- 11.3 **Prior Rights** – The Permittee acknowledges that the rights and privileges herein granted may be subject to prior rights, permits or rights-of-way and any prior rights heretofore granted or made by the Minister; and the Permittee agrees to accept its rights and privileges subject to this Permit and subject such other interests as now exist.
- 11.4 **Time of the Essence** – Time shall be of the essence of this Permit.
- 11.5 **Circumstances Beyond Control** – Neither Party shall be considered to be in default for delay in the performance of its obligations under this Permit to the extent that the performance of such obligations or any one of them is delayed by circumstances, existing or future, which are beyond the control of Canada or the Permittee. Any additional time as required up to the period of delay will be allowed to fulfil obligations so delayed.
- 11.6 **Amendments** – Any amendments hereto or additional terms, express or implied, shall be of no force or effect unless made in writing and agreed to by Canada and the Permittee.

11.7 Notices – When in this Permit it is required or permitted that notice or demand be given or served by either Party to or on the other Party, such notice or demand, in writing, shall be given or forwarded by registered mail to the Parties at the following addresses:

11.7.1 the Minister is:

Director, Lands and Economic Development
Indian and Northern Affairs Canada
PO Box 160, 40 Havelock Street
AMHERST NS B4H 3Z3
Tel: 1-800-567-9604
Fax:(902) 661-6237

11.7.2 the Band Council is:

Council of the _____

11.7.3 the Permittee is:

11.7.4 Notice shall be deemed to have been delivered:

11.7.4.1 if delivered by hand, upon receipt;

11.7.4.2 if delivered by electronic transmission 48 hours after the time of transmission, excluding from calculation weekends and public holidays;

11.7.4.3 if delivered by registered mail, upon receipt.

11.7.5 The Parties and Council may change their respective addresses for delivery by delivering notices of change as provided above.

11.8 Entire Permit – It is understood by and between the Parties that this Permit represents the entire agreement between the Parties in regard to the subject matter hereof and that all previous rights, privileges or covenants related to the subject matter hereof cease with the execution of this Permit.

11.9 Indian Act – This permit shall be subject to the provisions of the *Indian Act* and regulations made there under now in force or which may hereafter be made from time to time by the Governor in Council.

11.10 Enurement – This Permit shall enure to the benefit and be binding upon the Parties and their respective successors.

11.11 Archaeological Resources – The Permittee shall promptly notify the Minister of any archaeological artifact or any matter or thing of archaeological interest discovered or found on the Permit Area by the Permittee, its officers, directors, invitees, agents or employees. The Permittee shall have no rights, title or interest in any such artefact.

IN WITNESS WHEREOF this Permit has been executed on behalf of Canada by the Minister of the Department of Indian Affairs and Northern Development or an officer in that Department duly authorized to sign and the corporate seal of the Permittee has been hereto affixed and duly attested to by its proper officers duly authorized in that behalf as of the day and year first above written.

SIGNED, in the presence of:

_____	_____ Date: _____
Witness	Belinda Smith Director, Lands and Economic Development Indian and Northern Affairs Canada Atlantic Region

_____	_____ Date: _____
Witness	<name> <title> Bell Aliant Regional Communications, Limited Partnership by its General Partner Bell Aliant Regional Communications Inc.

_____	_____ Date: _____
Witness	

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

AND

DISTRIBUTION PERMIT

Band Name

Reserve Name