

- 1 **Q. Please provide a copy of the revised Joint Use Agreement and the Joint Use Support**  
2 **Structures Purchase Agreement, with a Schedule highlighting changes in these Agreements**  
3 **from those filed with the original application dated February 4, 2011.**  
4
- 5 A. Attachment A provides a copy of the Amending Agreement which effects the changes  
6 referred to in the Additional Evidence to the Joint Use Agreement which was filed with  
7 the original application dated February 4, 2011.  
8
- 9 Attachment B provides a copy of a Standstill Agreement which effects the changes  
10 referred to in the Additional Evidence to the Joint Use Support Structures Purchase  
11 Agreement which was filed with the original application dated February 4, 2011.

**Amending Agreement to  
Joint Use Agreement**

**THIS AMENDING AGREEMENT** made at the City of St. John's, in the Province of Newfoundland and Labrador, as of the 1<sup>st</sup> day of January, 2011,

**BETWEEN:**

**NEWFOUNDLAND POWER INC.**, a corporation incorporated under the laws of the Province of Newfoundland and Labrador,

("Newfoundland Power")

**AND:**

**BELL ALIANT REGIONAL COMMUNICATIONS INC.**, a corporation amalgamated under the laws of Canada,

("Bell Aliant")

**WHEREAS** the parties entered into a Joint Use Agreement (the "Joint Use Agreement") dated as of the 1<sup>st</sup> day of January, 2011;

**AND WHEREAS** the parties wish to amend the Joint Use Agreement on the terms and conditions of this Amending Agreement;

**NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES THAT** for and in consideration of the mutual agreements contained in this Amending Agreement, along with the sum of One Dollar (\$1.00) paid by each party to the other on or before the execution of this Amending Agreement (the receipt and sufficiency of which is jointly acknowledged), the parties agree that:

**ARTICLE 1  
INTERPRETATION**

1.1 All capitalized terms used in this Amending Agreement that are defined in the Joint Use Agreement shall, unless otherwise defined in this Amending Agreement, have the meanings given to such terms in the Joint Use Agreement.

**ARTICLE 2  
AMENDMENT**

2.1 Section 19.01 of the Joint Use Agreement shall be deleted and replaced with:

“This Agreement shall continue in force for the period from January 1, 2011 to December 31, 2020 and shall not be terminable during such period except as stated elsewhere in this Agreement.”

2.2 Section 19.02 of the Joint Use Agreement shall be deleted and replaced with:

“After December 31, 2020, this Agreement shall continue in full force and effect indefinitely unless and until terminated by notice in writing as provided in this Article XXIX.”

**ARTICLE 3  
CONFIRMATION**

3.1 The Joint Use Agreement, as amended by this Amending Agreement, is and shall remain in full force and effect and the parties confirm in all respects the Joint Use Agreement.

**ARTICLE 4  
COUNTERPARTS**

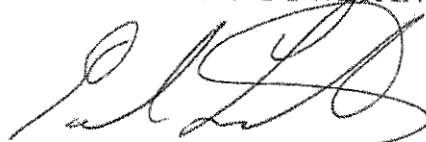
4.1 This Amending Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

[Remainder of this page left intentionally blank]

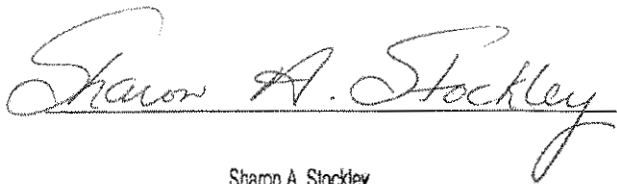
IN WITNESS WHEREOF this Amending Agreement has been executed by the parties this 26<sup>th</sup> day of August, 2011 but effective as of and from the 1<sup>st</sup> day of January, 2011.

SIGNED, SEALED AND DELIVERED  
in the presence of:

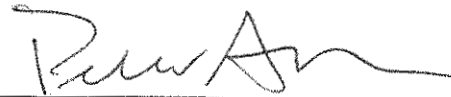
NEWFOUNDLAND POWER INC.



Name: Earl Ludlow  
Title: President and Chief Executive Officer



Sharon A. Stockley  
A Commissioner for Oaths  
In and for the Province of Newfoundland and Labrador  
My commission expires on December 31, 2013

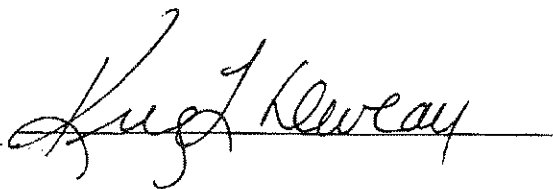


Name: Peter Alteen  
Title: Vice President, Regulation and Planning


**IN WITNESS WHEREOF** this Amending Agreement has been executed by the parties as of the day and year first before written.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

**BELL ALIANT REGIONAL  
COMMUNICATIONS, Limited  
Partnership** by its general partner Bell Aliant  
Regional Communications Inc.



A handwritten signature in cursive script, appearing to read "Hugh Kewey", is written over a horizontal line.



A handwritten signature in cursive script, appearing to read "Charles Hartlen", is written over a horizontal line.

Name: Charles Hartlen  
Title: Senior Vice-President,  
Customer Experience

**Standstill Agreement in respect of  
Joint Use Support Structures  
Purchase Agreement**

## STANDSTILL AGREEMENT

**THIS AGREEMENT** made as of the 22<sup>nd</sup> day of July, 2011,

**BETWEEN:**

**NEWFOUNDLAND POWER INC.**, a corporation incorporated under the laws of the Province of Newfoundland and Labrador,

(the "Vendor")

- and -

**BELL ALIANT REGIONAL COMMUNICATIONS INC.**, a corporation amalgamated under the laws of Canada,

(the "Purchaser")

**WHEREAS:**

(A) Pursuant to an agreement entitled "Joint Use Support Structures Purchase Agreement" dated as of January 1, 2011 and made between the Vendor and the Purchaser (the "Purchase Agreement"), the Vendor agreed to sell, assign and transfer to the Purchaser and the Purchaser agreed to purchase from the Vendor, on the terms and subject to the conditions set forth in the Purchase Agreement, all the right, title and interest of the Vendor in and to the Purchased Assets;

(B) The Purchase Agreement provides that it is subject to and conditional upon the PUB's approval of the sale of the Purchased Assets;

(C) The Purchase Agreement further provides that in the event that the PUB renders a decision not to approve the transaction, the Purchase Agreement shall terminate without recourse by either party against the other as a consequence thereof and that termination shall not prejudice or otherwise affect the rights or recourses of either party under the JUFPA;

(D) In a decision dated July 22, 2011 (the "Decision Date"), the PUB denied the Vendor's application for the sale of the Purchased Assets as contemplated by the Purchase Agreement (the "Decision");

(E) The Vendor and the Purchaser wish to preserve, maintain and continue their respective rights and obligations under the Purchase Agreement, notwithstanding its termination, to the same extent as if the Purchase Agreement had not terminated on the Decision Date and have agreed to execute and deliver this



Standstill Agreement (this "Agreement") for the purpose of maintaining, preserving and continuing the Purchase Agreement and the transactions contemplated in and by the Purchase Agreement in the manner and to the extent set forth in this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that for and in consideration of the respective covenants, undertakings, promises and agreements of the parties set forth in this Agreement, the sum of One dollar (\$1.00) paid by each party to the other on or before the execution and delivery of this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties covenant and agree as follows:

## **ARTICLE I INTERPRETATION**

### **1.1 Defined Terms**

All capitalized terms used in this Agreement which are defined in the Purchase Agreement and are not otherwise defined in this Agreement shall, unless the context or subject-matter otherwise requires, have the definitions ascribed to them in the Purchase Agreement and grammatical variations of such terms shall have corresponding meanings.

### **1.2 Sections and Headings**

The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

### **1.3 Number, Gender and Persons**

In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

### **1.4 Entire Agreement**

Except for the Purchase Agreement, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, undertakings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral,

statutory or otherwise, relating to the subject matter of this Agreement except as provided in this Agreement.

### **1.5 Time of Essence**

Time shall be of the essence of this Agreement.

### **1.6 Applicable Law**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable in such province, and each party irrevocably submits to the jurisdiction of the courts of the Province of Newfoundland and Labrador and all courts competent to hear appeals therefrom.

### **1.7 Successors and Assigns**

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns. Subject to Section 4.2 of this Agreement, neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

### **1.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement and each provision is declared to be separate, severable and distinct.

### **1.9 Amendments and Waivers**

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.

## **ARTICLE II PRESERVATION AND CONTINUANCE OF PURCHASE AGREEMENT**

### **2.1 Preservation and Continuance of Purchase Agreement**

Notwithstanding subsection 9.1(a) of the Purchase Agreement and notwithstanding the Decision, the transactions contemplated in and by the Purchase Agreement and

the respective rights and obligations of the parties pursuant to the Purchase Agreement shall remain in full force and effect and shall be binding on and enforceable against the parties from and including the Decision Date, subject to Section 3.1 of this Agreement, until the earliest of:

- (a) the date on which the Decision is upheld as a result of judicial review or appeal;
- (b) the date on which the parties mutually agree to terminate the Purchase Agreement; or
- (c) October 31, 2011;

(the earliest of which dates shall be referred to as the "Termination Date").

## **2.2 Effect of Decision Reversal**

Notwithstanding Section 2.1 of this Agreement, in the event that the Decision is reversed prior to the Termination Date, as a result of a rehearing, reconsideration, judicial review, appeal or other judicial or non-judicial process (the "Reversal"), and the sale of the Purchased Assets as contemplated by the Purchase Agreement is approved, or deemed to have been approved, by the PUB, the date of the Reversal shall be treated as the Decision Date and all rights and obligations of the parties upon approval of the PUB pursuant to the terms of the Purchase Agreement shall apply as if the Decision was obtained prior to the Outside Date.

## **ARTICLE III TERMINATION OF PURCHASE AGREEMENT**

### **3.1 Termination**

Subject to Section 2.2 of this Agreement, the Purchase Agreement shall terminate on the Termination Date, unless the parties mutually agree otherwise in writing, and all of the provisions of the Purchase Agreement respecting the rights and obligations of the parties on termination shall apply.

## **ARTICLE IV MISCELLANEOUS PROVISIONS**

### **4.1 Notices**

- (a) Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered in person, transmitted by

facsimile, e-mail or other similar means of recorded electronic communication addressed as follows:

(i) if to the Vendor:

Newfoundland Power Inc.  
55 Kenmount Road, P.O. Box 891  
St. John's, NL A1B 3P6

Attention: Corporate Secretary

(ii) if to the Purchaser:

Bell Aliant Regional Communications Inc.  
Seven South, 1505 Barrington Street  
Halifax, NS B3J 3K5

Attention: Corporate Secretary

(b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted or, if such day is not a Business Day, on the next following Business Day.

(c) Either party may at any time change its address for service from time to time by giving notice to the other party in accordance with this Section 4.1.

#### **4.2 Assignment**

This Agreement may be assigned by the Purchaser only in conjunction with any assignment of the Purchase Agreement which the Purchaser is permitted to make pursuant to the terms of the Purchase Agreement.

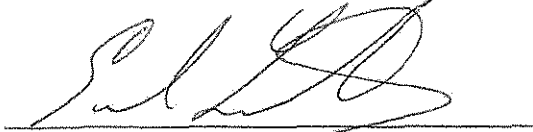
#### **4.3 Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

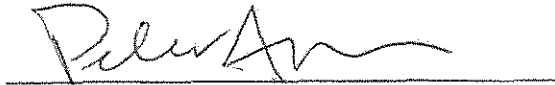
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IN WITNESS WHEREOF this Agreement has been executed by the parties as of the day and year first before written.

NEWFOUNDLAND POWER INC



Name: Earl Ludlow  
Title: President and Chief Executive Officer



Name: Peter Alteen  
Title: Vice President, Regulation and Planning

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the day and year first before written.

**BELL ALIANT REGIONAL COMMUNICATIONS INC.**



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Name: Charles Hartlen  
Title: Senior Vice-President,  
Customer Experience