MEMORANDUM OF AGREEMENT

BETWEEN

Bell Aliant Regional Communications LP

AND

CEP Atlantic Communications Council (CEPACC)

For the Purposes of Clarifying the Intent of Article 30A.23

Whereas, it has been identified that the current wording of Article 30A.23 creates a disparity between how seniority is calculated for CST I(s) and CST II(s);

And whereas, the Company and the Council want to rectify that disparity;

The parties therefore agree that Article 30A will be interpreted as follows:

With respect to 30A.23, "employee's time in the Pool" refers only to regular hours worked, and not to overtime hours worked.

With respect to 30A.32 and 30A.33, "employee has worked three thousand (3000) hours in the Pool", refers to all hours worked (including overtime hours worked).

With respect to 30A.37, "a Pool CST I with more than one thousand and forty (1040) hours in the Pool", refers only to regular hours worked, and not to overtime hours worked

The Company will keep track of both 'hours worked' and 'regular hours' for both CST I(s) and CST II(s) in order to allow the proper application of 30A.23, 30A.32, 30A.33, and 30A.37.

AGREED this all day of Hay, 2012.

For BELL

Fred Crooks

For CEPACC ATLANTIC COMMUNICATION COUNCIL

Penny Fawcett