

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

BELL ALIANT REGIONAL COMMUNICATIONS, L.P.  
(the "Company")

- and -

CEP ATLANTIC COMMUNICATIONS COUNCIL  
(the "Council")

**Whereas** the Company and the Council are parties to a Collective Agreement which outlines in Appendix D the current Reporting Areas/Centers in each province;

**And whereas** the Company has a requirement to set up additional temporary work locations within Atlantic Canada to respond to the expansion of its FibreOp network, that are not part of Appendix D

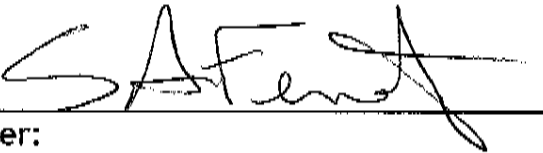
**Now therefore** the parties, on a without prejudice basis, agree as follows:

1. Each time, a temporary Fibre Op Reporting Centre is required, the Company will meet with the Council in advance to discuss the requirements including the expected duration of the temporary Reporting Centre
2. The temporary Reporting Centre will be treated as a permanent Reporting Centre with respect to the Health and Safety provisions of the CA found in Article 10
3. Employees will be temporarily reassigned, as per the terms of Article 33.05, to work in a temporary FibreOp Reporting Centre. Should the length of the temporary reassignment period for employees be expected to exceed the 39 week duration, this will be discussed in advance with the Council and a decision will be reached on the maximum duration of the temporary reassignment
4. Employees working in FibreOp temporary Reporting Centres will be expected to work alongside Contractors. This will be explained in advance of the temporary reassignment
5. Each time a FibreOp temporary Reporting Centre is established the terms will be outlined in a separate 4.05 Agreement, containing the following elements:
  - Location of temporary Reporting Centre
  - Duration of time the temporary Reporting Centre is expected to be required and that employees are expected to work in the temporary Reporting Centre

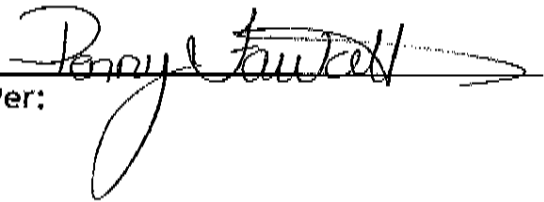
- Stated Company commitment to adhere to Health & Safety standards as outline in Article 10
- Acknowledgement that employees will be expected to work alongside contractors in the temporary Reporting Centre
- Statement that the provisions of Article 33.05 will be followed when temporarily reassigning employees to work in the tempory Reporting Centre

AGREED this \_\_\_\_ day of August 2011.

BELL ALIANT

  
Per: \_\_\_\_\_

CEPACC ATLANTIC  
COMMUNICATION COUNCIL

  
Per: \_\_\_\_\_

MEMORANDUM OF AGREEMENT**BETWEEN:**

BELL ALIANT REGIONAL COMMUNICATIONS, L.P.  
(the "Company")

- and -

CEP ATLANTIC COMMUNICATIONS COUNCIL  
(the "Council")

Whereas the Company has a requirement to establish a temporary FibreOp Reporting Centre to assist with the expansion of its FibreOp network

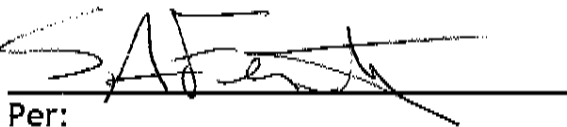
And Whereas, the Council has an interest in supporting expansion of the FibreOp network

Therefore the parties, on a without prejudice basis, agree as follows:

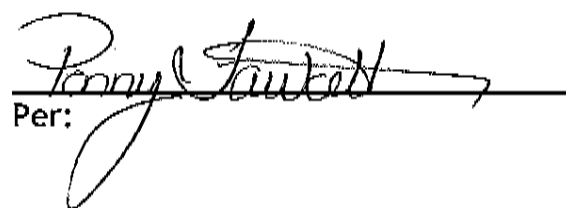
1. The temporary FibreOp Reporting Centre will be located at 67 Major's Path, St. John's, Newfoundland, Canada.
2. Applicable provisions of Article 10 of the Collective Agreement will be followed as they apply to employees working in this temporary location
3. All employees required to work in this FibreOp Reporting Centre, will be temporarily reassigned, as per the terms of Article 33.05. The period of temporary reassignment is expected to last until Nov 16, 2011.
4. Prior to an employee accepting a temporary reassignment to this temporary FibreOp Reporting Centre, they will be advised that they will be expected to work alongside Contractors.

AGREED on October 5, 2011.

BELL ALIANT

  
Per: \_\_\_\_\_

CEPACC ATLANTIC  
COMMUNICATION COUNCIL

  
Per: \_\_\_\_\_