

November 04, 2010

MEMORANDUM OF AGREEMENT

B E T W E E N:

Bell Aliant Regional Communications LP
(the "Company")

- and -

Communications, Energy and Paperworkers Union of Canada, Atlantic Communications
Council
(CEPACC)

Whereas the Company and CEPACC are bound by a Memorandum of Agreement signed July 28, 2010, which includes a Letter of Agreement titled "Sales Incentive Program";

And whereas Article 4.05 of the Collective Agreement between the parties allows amendments to the Letter of Agreement if mutually agreed by the parties;

And whereas the Company and CEPACC agree that the "Sales Incentive Program" Letter of Agreement between them should be modified;

Therefore the parties agree as follows:

1. There will be a Sales Incentive Program which applies to Consumer Service Representatives (CSRs) in the Consumer Inbound Queue, Business Service Representatives (BSRs) in the Provincial Business Queue, and Telesales Representatives.
2. The Sales Incentive Program will provide a quarterly financial payment to participants who meet certain sales criteria, provided that the company achieves certain revenue criteria.
3. The plan will be based on the company's regular quarterly financial cycle. The quarterly payout will be made no later than two months from the end of the relevant quarter.
4. The parties acknowledge that any payout earned under the plan is considered taxable income and pensionable earnings for the year in which it is paid.
5. The plan will be in addition to any other short-term incentive campaigns which the Company implements.
6. Eligibility:
 - a. Participation in the plan will be voluntary on the part of the employee;
 - b. In order to be eligible for any quarterly payment under the plan, the employee must have met or exceeded all non-sales-based (KPIs) for the relevant quarter. The KPIs themselves will be set by the Company annually;

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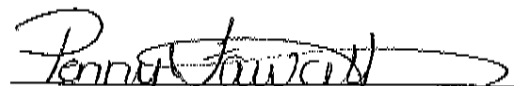
- c. Where an employee, after investigation, is found to have inappropriately manipulated their performance results, the Company may determine that the employee is ineligible to participate in the plan in the future (in addition to any other discipline.) Such a decision by the Company will be considered disciplinary and is grievable.
 - d. Where an employee works in an eligible role for only part of the quarter, for reasons such as (but not limited to) leaving the company (other than termination for just cause), permanent or temporary transfer or reassignment, vacation, sickness, or other leave;
 - i. that employee will be eligible for a payout so long as they have worked at least one full tour in an eligible role during the quarter; and
 - ii. the payout for any such employee will not be on a pro-rated basis, but will reflect the targets actually met during that quarter.
7. Employee Sales Criteria, Targets, & Payout:
 - a. The Company will, on a quarterly basis for each relevant classification, set:
 - i. The sales criterion or criteria on which each employee will be assessed;
 - ii. The target (or series of targets) which each employee has to meet with respect to that criterion or criteria in order to be eligible for any payout;
 - iii. The amount of the payout corresponding to each target (or series of targets.)
 - b. The Company intends to use Revenue-Generating Units and/or Bundles as the criteria for assessment, and will not use any other basis without the consent of the Council
 - c. The Company will set targets and associated payouts. The maximum payout in a quarter will be \$1260, and the Company will not set any different maximum payout without the consent of the Council.
8. Company Financial Criteria:
 - a. The Company will, on an quarterly basis for each relevant classification, set a Company Financial Criterion which must be met in order for any payout under the plan to be made for that quarter.
9. The Company will notify the Council of the Employee Sales Criteria, Targets, Payout, and Company Financial Criteria no later than one month prior to the beginning of each quarter, and will notify employees no later than two weeks prior to the beginning of each quarter.
10. Implementation


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- a. There will be a 3 month pilot phase, to take place no later than the second quarter of 2011, where the plan will be implemented only for eligible CSRs.
 - b. At the end of the pilot phase, the Company and the Council will, through the CIF process, review:
 - i. Whether the plan successfully incented more sales from participating employees;
 - ii. Whether the employee sales criteria, targets, and payouts were appropriate;
 - iii. Whether the administration of the plan was effective;
 - iv. Whether the plan was subject to unexpected manipulation by employees;
 - v. Any other relevant questions arising from the pilot.
 - c. If after review, the Company and the Council agree that the full implementation of the plan is appropriate, full implementation will occur within two months. The parties intend that full implementation will take place no later than October 1, 2011.
11. If the Company or the Council is of the view that the Plan is no longer working, the parties may come to an agreement through CIF to cancel the plan.

Signed at Saint John, NB on November 4, 2010.


For the Council


Penny Fawcett


Phil Briffett

For Bell Aliant Regional Communications,
Limited Partnership, and its general
partner Bell Aliant Regional
Communications, Inc.


Fred Crooks


Joan Penney