

SECOND AMENDMENT AGREEMENT entered into in the City of Toronto, Province of Ontario, dated and effective as of the 7th day of May, 2013.

B E T W E E N:

BELL ALIANT REGIONAL COMMUNICATIONS, LIMITED PARTNERSHIP

a limited partnership formed under the laws of Manitoba

AS BORROWER

-and-

BELL ALIANT INC.

BELL ALIANT REGIONAL COMMUNICATIONS INC.

6583458 CANADA INC.

BELL ALIANT PREFERRED EQUITY INC.

AS GUARANTORS

-and-

THE LENDERS FROM TIME TO TIME PARTY TO THE CREDIT AGREEMENT

AS LENDERS

-and-

THE BANK OF NOVA SCOTIA,

in its capacity as Administrative Agent

WHEREAS:

- A. The Borrower, the Guarantors, the Administrative Agent and the Lenders are parties to a Second Amended and Restated Credit Agreement dated as of June 6, 2011, as amended a First Amendment Agreement dated as of the 29th day of May, 2012 (together, the "**Credit Agreement**").
- B. The Borrower has requested that the Lenders consent to, *inter alia*, an extension of the term of the Credit Agreement pursuant to Section 2.6 and the Lenders have agreed to do so.
- C. The Borrower and the Lenders have agreed to amend the Credit Agreement on the terms set forth herein.

NOW THEREFORE in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1 – Amendments to Credit

Section 2.5 of the Credit Agreement is deleted and replaced with the following provision:

2.5 Term and Repayment

- 2.5.1 Facility 1 has a term of four years, extendable in accordance with the procedure set out in Section 2.6. All Loan Obligations under or in connection with Facility 1 are due and payable, and shall be paid, on June 6, 2017 as such maturity date may be extended in accordance with Section 2.6.

Section 14.8 of the Credit Agreement is deleted and replaced with the following provision:

14.8 Investments

Make any Investment other than:

- 14.8.1 Subject to the limitations in Section 14.8.4 (to the extent any Investment is by an Obligor in a wholly-owned Unrestricted Party), Investments in the Core Business or in a business ancillary to or complementary with the Core Business:
- 14.8.1.1 which are made at a time when no Default or Event of Default has occurred which is continuing and no Default or Event of Default would result from such Investment; and
 - 14.8.1.2 which are not Hostile Investments (unless otherwise agreed by the Majority Lenders), where "Hostile Investment" means an Investment made by an Obligor, in respect of which the board of directors (or persons performing similar functions) of the Person whose securities are subject to the Investment has recommended rejection of such Investment;
- 14.8.2 Investments in Cash Equivalents in the ordinary course of business;
- 14.8.3 Investments by an Obligor in another Obligor; and
- 14.8.4 Investments by an Obligor in a wholly-owned Unrestricted Party for general purposes which meet the requirements of Section 14.8.1 and which:

- 14.8.4.1 if the Investment is a loan or an advance to an Unrestricted Party, such loan or advance is unsecured;
- 14.8.4.2 if such Investment is made after December 31, 2011, do not at any time exceed \$100,000,000 in the aggregate, net of any returns, repayments, redemptions or recoveries from such Investments; and
- 14.8.4.3 do not result in a change in financial covenant calculations in Section 11.

Section 2 – Conditions Precedent to Effectiveness of this Second Amendment Agreement

This Second Amendment Agreement shall become binding on the Lenders only upon satisfaction of the following conditions precedent:

- (a) execution and delivery of this Second Amendment Agreement (and all other Loan Documents contemplated by this Second Amendment Agreement, if any) by each of the Borrower and the Guarantors;
- (b) execution and delivery of this Second Amendment Agreement by the Lenders (and all other Loan Documents contemplated by this Second Amendment Agreement, to the extent applicable);
- (c) the Agent shall have received such corporate resolutions, incumbency and other certificates of each of the Borrower and the Guarantors as the Agent may reasonably request in connection with this Second Amendment Agreement and the transactions contemplated hereby;
- (d) with respect to the extended Commitments of the Lenders, the Borrower shall have paid the Agent an extension fee in the aggregate amount of \$ ■ to be allocated to the Lenders based on their portion of the Credit as set out in Schedule A to the Credit Agreement; and *[Fee Redacted]*
- (e) no Default or Event of Default having occurred and being continuing as at the date of satisfaction of all of the foregoing conditions precedent.

Section 3 – Representations and Warranties of the Obligors

Each of the Obligors represents and warrants to the Agent and Lenders as follows:

- (a) the execution, delivery and performance by it of this Second Amendment Agreement (i) have been duly authorized by all necessary corporate or other action on its part, (ii) do not and will not violate its Constating Documents, any shareholder agreement or voting trust agreement applicable to it to which it is a party or any Applicable Law, and (iii) do not and will not result in a breach of or

constitute (with the giving of notice, the lapse of time or both) a default under or require a consent under any Material Permit or any Material Contract to which it is a party or by which it or its Property is bound;

- (b) this Second Amendment Agreement constitutes a legal, valid and binding obligation of each of the Obligors enforceable against it in accordance with its terms, subject to the availability of equitable remedies and the effect of bankruptcy, insolvency and similar laws affecting the rights of creditors generally and to the fact that equitable remedies, including specific performance and injunctive relief are discretionary and may not be ordered in respect of certain defaults;
- (c) the representations and warranties made by it in the Credit Agreement, other than those expressly stated to be made as of a specific date, are true and correct as of the date hereof with the same effect as if such representations and warranties had been made on and as of the date hereof; and
- (d) after giving effect to this Second Amendment Agreement, no Default or Event of Default has occurred which is continuing on the date hereof or will occur as a result of entering into this Second Amendment Agreement or the observance or performance of its obligations hereunder.

Section 4 – Loan Document

Each of the Obligors acknowledges that this Second Amendment Agreement is a Loan Document and that all of its representations and warranties concerning Loan Documents that are contained in the Credit Agreement apply to this Second Amendment Agreement and are deemed to be repeated on its execution of this Second Amendment Agreement as if set out in full in this Second Amendment Agreement.

Section 5 – Continuing Effect of Credit Agreement

Except as amended by this Second Amendment Agreement, the Credit Agreement shall remain in full force and effect, without amendment, and is hereby ratified and confirmed. Without in any way limiting the terms of the Credit Agreement or any other Loan Document, each Obligor confirms that the Guarantee made or granted by it pursuant to the Credit Agreement remains in full force and effect notwithstanding the amendments to the Credit Agreement contained herein and that such Guarantee shall continue to support and secure all of the debts, liabilities and obligations described in Section 8.3 of the Credit Agreement, including but not limited to those debts, liabilities and obligations arising as a result of this Second Amendment Agreement. In addition, all of the Loan Documents shall continue in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in all respects.

Section 6 – Further Assurances

The Borrower shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the Agent may require from

time to time for the purposes of giving effect to this Second Amendment Agreement and shall use reasonable efforts and take all such steps as may be within its power to implement, to the full extent, the provisions of this Second Amendment Agreement.

Section 7 – Counterparts and Facsimile

This Second Amendment Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. For the purposes of this Section, the delivery of a facsimile copy of an executed counterpart of this Second Amendment Agreement shall be deemed to be valid execution and delivery thereof.

Section 8 – Applicable Law

This Second Amendment Agreement, its interpretation and its application shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 9 – Interpretation

Capitalized terms used herein, unless otherwise defined or indicated herein, have the respective meanings defined in the Credit Agreement. This Second Amendment Agreement and the Credit Agreement shall be read together and have effect so far as practicable as though the provisions thereof and the relevant provisions hereof are contained in one document. Without limitation of the foregoing, the principles of construction and interpretation set forth in Sections 1.2 to 1.5 of the Credit Agreement apply to this Second Amendment Agreement.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment Agreement on the date and at the place first hereinabove mentioned.

THE BANK OF NOVA SCOTIA, as Agent

By: Original Signed By: "B. Boomhour"
B. Boomhour
Director, Head of Agency Services

By: Original Signed By: "C. Yu"
C. Yu
Associate

[signature page for Second Amendment Agreement to Credit Agreement relating to Bell Aliant Regional Communications, Limited Partnership et al.]

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment Agreement on the date and at the place first hereinabove mentioned.

**BELL ALIANT REGIONAL
COMMUNICATIONS, LIMITED
PARTNERSHIP, by its general partner,
BELL ALIANT REGIONAL
COMMUNICATIONS INC.**

By: Original Signed By: "E. Marshall"
Eleanor Marshall
Vice-President and Treasurer

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BELL ALIANT INC.

By: Original Signed By: "E. Marshall"

Eleanor Marshall

Vice-President and Treasurer

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**BELL ALIANT REGIONAL
COMMUNICATIONS INC.**

By: Original Signed By: "E. Marshall"
Eleanor Marshall
Vice-President and Treasurer

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6583458 CANADA INC.

By: Original Signed By: "E. Marshall"

Eleanor Marshall

Vice-President and Treasurer

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BELL ALIANT PREFERRED EQUITY INC.

By: Original Signed By: "E. Marshall"

Eleanor Marshall

Vice-President and Treasurer

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THE BANK OF NOVA SCOTIA, as Lender

By: Original Signed By: "R. King"

R. King

Managing Director

By: Original Signed By: "E. Popp"

E. Popp

Director

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ROYAL BANK OF CANADA

By: Original Signed By: "A. Promaine"

Name: Amy S. Promaine

Title: Authorized Signatory

By: _____

Name:

Title:

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BANK OF MONTREAL

By: Original Signed By: "J. Currie"
Name: Jeff Currie
Title: Director

By: _____
Name:
Title:

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**CANADIAN IMPERIAL BANK OF
COMMERCE**

By: Original Signed By: "W. Chrumka"

Name: William J. Chrumka

Title: Executive Director

By: Original Signed By: "S. Nishimura"

Name: Steve Nishimura

Title: Managing Director

*[signature page for Second Amendment Agreement to Credit Agreement relating to Bell Aliant
Regional Communications, Limited Partnership et al.]*

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THE TORONTO-DOMINION BANK

By: Original Signed By: "J-F. Godin"

Name: J-F. Godin

Title: Vice-President & Director

By: Original Signed By: "P. Archer"

Name: Paul Archer

Title: Managing Director

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NATIONAL BANK OF CANADA

By: Original Signed By: "L. Bernier"

Name: Luc Bernier

Title: Directeur – Director

By: Original Signed By: "R. Ledoux"

Name: Roch Ledoux

Title: Directeur - Director

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CAISSE CENTRALE DESJARDINS

By: Original Signed By: "A. Roy"
Name: André Roy
Title: Vice President

By: Original Signed By: "A. Avril"
Name: Antoine Avril
Title: Managing Director

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MIZUHO CORPORATE BANK, LTD.

By: Original Signed By: "W.M. McFarland"

Name: W.M. McFarland

Title: Senior Vice President, Canada
Branch

By: _____

Name:

Title:

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