

# Dividend Reinvestment and Stock Purchase Plan



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## DEFINITIONS

■ **Agent** – CIBC Mellon Trust Company, or such other company as is appointed by Bell Aliant from time to time to act as agent of the Plan.

■ **Average Market Price** – The arithmetic average (calculated to four (4) decimal places) of the daily volume weighted average trading price of the Common Shares as reported on the Toronto Stock Exchange for the ten (10) trading days preceding the Common Share Dividend Payment Date on which at least a board lot of the Common Shares is traded, adjusted in the discretion of Bell Aliant for certain capital changes (including but not limited to Common Share subdivisions, Common Share consolidations, certain rights offerings and certain dividends).

■ **Business Day** – Any day on which commercial banks are generally open for business in Toronto, Ontario, Canada other than a Saturday, a Sunday or a day observed as a holiday in Toronto under applicable laws.

■ **Cash Receipt Date** – The date which will be the same date as the Common Share Dividend Record Date and the date upon which Optional Cash Payments must be received by the Agent in order to purchase Common Shares in the current Investment Period using Optional Cash Payments.

■ **Common Share Dividend Payment Date** – A quarterly date as chosen by the board of directors of Bell Aliant for the payment of dividends. This is expected to be on or about the thirty-first (31<sup>st</sup>) day of the last calendar month of each Bell Aliant fiscal quarter, which are expected to be March, June, September and December.

■ **Common Share Dividend Record Date** – A quarterly date as chosen by the board of directors of Bell Aliant to determine the holders of Common Shares entitled to receive dividends. This is expected to be on or about the fifteenth (15<sup>th</sup>) day of the last calendar month of each Bell Aliant fiscal quarter, which are expected to be March, June, September and December.

■ **Enrolment Date** – The same date as the Common Share Dividend Record Date.

■ **Investment Date** – The first Business Day following the Common Share Dividend Payment Date.

■ **Investment Period** – The period commencing one (1) day after an Investment Date and concluding with the next consecutive Investment Date.

■ **Participant** – A registered holder of at least one Common Share who, on the applicable Enrolment Date for a cash dividend, is eligible to participate in the Plan and elects to do so.

### ■ Purpose

The Dividend Reinvestment and Stock Purchase Plan (the “Plan”) provides registered holders (“Participants”) of common shares (“Common Shares”) of Bell Aliant Inc. (“Bell Aliant”) with the opportunity to invest cash dividends, net of applicable withholding taxes, paid on Common Shares and to invest additional sums (“Optional Cash Payments”) to purchase Common Shares. The Common Shares purchased under the Plan will, at the discretion of Bell Aliant, be either:

- (a) purchased on the open market; or
- (b) purchased directly from Bell Aliant (issued from treasury).

### ■ Advantages

A Participant may purchase Common Shares of Bell Aliant with cash dividends, as and when declared and paid, on Bell Aliant's Common Shares which are registered in the name of the Participant and on those Common Shares held on the Participant's behalf in the Plan, without paying any commissions, service charges or brokerage fees.

A Participant will also have the option to purchase additional Common Shares with Optional Cash Payments up to an aggregate sum of \$10,000 (Canadian) per Investment Period, provided the Optional Cash Payment is received prior to the Cash Receipt Date.

No commissions, service charges or brokerage fees are payable by Participants in connection with purchases of Common Shares under the Plan. Full investment of funds is possible because the Plan permits a Common Shareholder's account to be credited with fractional interests in Common Shares. Dividends in respect of all Common Shares, including fractional interests in whole Common Shares, credited to a Participant's account in the Plan will be held by the Agent for the Participant's account until automatically invested under the Plan. Allocation of Common Shares under the Plan will be made on each Investment Date by the Agent on behalf of the Participants.

**Dividends paid on Common Shares held by the Participant and by the Agent for the account of the Participant under the Plan will be automatically reinvested to purchase Common Shares.**

Bell Aliant will determine prior to each Common Share Dividend Payment Date the number of Common Shares, if any, that will be made available for issuance from treasury under the dividend reinvestment and stock purchase components of the Plan and Bell Aliant will also determine if additional Common Shares will be purchased on the market. No assurances can be made that additional Common Shares will be made available for issuance from treasury or that there will be a sufficient number of additional Common Shares available for purchase on the market. If insufficient Common Shares are available, dividends will not be reinvested but will be paid in cash.

### ■ Administration

CIBC Mellon Trust Company acts as the agent of the Plan. If CIBC Mellon Trust Company ceases to act as agent of the Plan, another agent will be designated by Bell Aliant and Participants will be notified.

The Agent acts for and on behalf of the Participants. On each Common Share Dividend Payment Date, Bell Aliant will pay to the Agent all cash dividends made on the Common Shares registered in the name of, or held under the Plan for the account of, Participants who have enrolled in the Plan. Subject to proration described below under the heading "Optional Cash Payments", the Agent will use such funds, together with any Optional Cash Payments received from such Participants prior to the Cash Receipt Date, to purchase additional Common Shares in accordance with the Plan.

On each Investment Date under the Plan, the Agent will credit to each Participant's account that number of Common Shares, including fractions computed to four (4) decimal places, equal to the number of Common Shares purchased under the Plan, through the facilities of the Toronto Stock Exchange at prevailing market prices or from treasury at the Average Market Price, for such Participant's account using the dividend and any Optional Cash Payments received prior to the Cash Receipt Date for such Participant invested under the Plan.

Common Shares purchased pursuant to the dividend reinvestment component of the Plan, or with Optional Cash Payments, will be registered in the name of the Agent, or its nominee, as agent(s) for the Participants, and will be credited to the Participants' accounts in accordance with the Plan.

**All funds received by the Agent under the Plan, whether cash dividends paid on Common Shares received from Bell Aliant or Optional Cash Payments received from Participants, will be applied to the purchase of Common Shares, except as otherwise provided herein. In no event will interest be paid to Participants on any funds held for investment under the Plan.**

### ■ Participation

Holders of record of Bell Aliant's Common Shares (except as hereinafter noted) are eligible to enrol in the Plan at any time by signing an authorization form and returning it to the Agent. An authorization form may be obtained at any time from the Bell Aliant website ([www.bellaliant.ca](http://www.bellaliant.ca)) or upon request to the Agent. (Please see "How to Contact CIBC Mellon Trust" below.)

The duly completed authorization form directs Bell Aliant to forward to the Agent all of the participating Common Shareholder's cash dividends, and directs the Agent to reinvest such dividends, cash dividends on Common Shares held by the Agent on behalf of the Participant under the Plan, and any Optional Cash Payments made by the Participant, to purchase Common Shares of Bell Aliant.

For a Common Shareholder to become enrolled in the Plan, a **completed authorization form must be received by the Agent on or before the applicable Enrolment Date, in order for that particular dividend and any Optional Cash Payments to be invested in the purchase of Common Shares under the Plan in accordance with such authorization.** For example, in the case of a cash dividend payable on March 31<sup>st</sup>, if the authorization form is received by the Agent on or before the Enrolment Date (March 15<sup>th</sup>), the March 31<sup>st</sup> dividend will be reinvested to purchase Common Shares under the Plan. If the authorization form is received after the Enrolment Date, that March 31<sup>st</sup> dividend will be paid in cash and the next cash dividend payable after March 31<sup>st</sup> will be the first cash dividend reinvested to purchase Common Shares under the Plan.

Upon the completion of the plan of arrangement involving Bell Aliant Regional Communications Income Fund (the "Fund") and Bell Aliant and approved by the unitholders of the Fund on June 16, 2010 (the "Arrangement"), participants under the Fund's Distribution Reinvestment and Optional Purchase Plan (the "Fund's Plan") who receive Common Shares pursuant to the Arrangement will automatically be enrolled as Participants under this Plan and any units of the Fund registered in the name of CIBC Mellon Trust Company, on behalf of participants in the Fund's Plan, will automatically be exchanged for Common Shares under the Arrangement and such Common Shares will be registered in the name of the Agent, on behalf of the Participants.

Beneficial owners of Common Shares that are held by another person (such as a broker, investment dealer, financial institution or other nominee) and are not registered in their own names may participate in the Plan only if they transfer such Common Shares into their own name or to a specific segregated registered account such as a numbered account with a bank, trust company or registered broker.

Once a Participant has enrolled in the Plan, participation continues automatically unless terminated or suspended in accordance with the terms of the Plan.

Bell Aliant reserves the right to determine, from time to time, a minimum number of Common Shares that a Participant must hold in order to qualify for, or continue in, the Plan and reserves the right to refuse participation to, or cancel participation of, any person who, in the opinion of Bell Aliant, is participating in the Plan primarily with a view to arbitrage trading.

The Common Shares of Bell Aliant purchased under the Plan are not registered under the *United States Securities Act of 1933*, as amended. Participation in the Plan, therefore, cannot be accepted from any person who is, or who Bell Aliant has reason to believe is, a resident of the United States of America or any territory or possession thereof.

Common Shareholders resident outside Canada, in countries other than the United States of America, will be eligible to participate in the Plan unless the laws of their countries of residence prohibit their participation. Bell Aliant, though, is under no obligation to, and has no plans to, undertake any additional measures to qualify the Plan and/or any Common Shareholder's participation in the Plan under the laws of any country other than Canada. Cash dividends to be invested in the Plan by Common Shareholders resident outside Canada, in countries other than the United States of America, will continue to be subject to withholding of applicable non-resident tax and the amount to be invested will be reduced by the amount of tax withheld.

#### ■ Optional Cash Payments

Optional Cash Payments will be paid to the Agent for the purchase of Common Shares of Bell Aliant. Optional Cash Payments received on or prior to the Cash Receipt Date will be used to purchase Common Shares on the first Investment Date following such payment. Cash payments may be made when enrolling in the Plan by enclosing a cheque made payable to the Agent with the completed authorization form and declaration. Thereafter, Optional Cash Payments may be made by cheque, money order, or other means acceptable to the Agent using the subscription form available on the Agent's website or included with the Participant's account statement.

Optional Cash Payments may not exceed a total of \$10,000 (Canadian) per participating account in any quarterly Investment Period and must be received by the Agent no later than the Cash Receipt Date. Optional Cash Payments received after the Cash Receipt Date will be held for participation in the following Investment Period. All purchases of Common Shares with Optional Cash Payments will, at the discretion of Bell Aliant, be made through the facilities of the Toronto Stock Exchange at prevailing market prices or issued from treasury at the Average Market Price.

Cheques may be post-dated to the applicable Cash Receipt Date. Interest will not be paid on Optional Cash Payments received prior to an Investment Date.

A holder of Common Shares wishing to make Optional Cash Payments must first enrol or already be enrolled in the Plan. There is no obligation to make Optional Cash Payments and the amount (subject to the limit stipulated above) may vary from time to time. However, a direction to purchase Common Shares with Optional Cash Payments is irrevocable once received by the Agent, and funds will only be returned to a Participant, without interest or deduction thereon, if such funds are not invested to purchase Common Shares for any reason, including that there are no Common Shares available for purchase.

Applicable securities laws restrict the number of Common Shares which may be issued by Bell Aliant each financial year pursuant to Optional Cash Payments to not more than 2% of the number of issued and outstanding Common Shares at the beginning of such financial year. Bell Aliant may impose limitations on the maximum amount of Optional Cash Payments in any financial year of Bell Aliant to ensure that such limit is not exceeded. If applications to purchase Common Shares with Optional Cash Payments are received that would result in Bell Aliant exceeding this limit, then purchases of Common Shares on the next Investment Date will be pro rated to all Participants on the basis of the number of Common Shares sought to be purchased with Optional Cash Payments and the balance of the Optional Cash Payments will be returned to the applicable Participants. Thereafter, no further Optional Cash Payments will be accepted until after the end of the applicable financial year.

The Canadian federal government's *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and related regulations require that the Agent obtain and record additional information about Participants who wish to make Optional Cash Payments. If an Optional Cash Payment is being made, Participants will initially be required to complete a declaration on the Agent's Participant Declaration Form, provide a certified personal cheque and submit these items to the Agent with the completed authorization form. (Please see "How to Contact CIBC Mellon Trust" below.)

#### ■ Price of Common Shares

The price of the Common Shares purchased under the Plan will depend on whether, at the discretion of Bell Aliant, the Common Shares are purchased on the open market through facilities of the Toronto Stock Exchange or directly from Bell Aliant.

When Common Shares are purchased on the open market, the price will be the average weighted cost, excluding any brokerage commissions, of all Common Shares so purchased for the Participants in the Plan by the Agent at prevailing market prices. The Common Shares will be purchased over a period of five (5) trading days preceding the Common Share Dividend Payment Date and Common Shares so purchased shall be credited to the Participant's account on the Investment Date.

When Common Shares are purchased directly from Bell Aliant, the price of the Common Shares purchased will be the Average Market Price.

Each Participant's account will be credited with that number of Common Shares purchased for the Participant which is equal to the amounts to be invested for each Participant divided by the applicable purchase price. Where applicable, Participants will receive fractional Common Shares.

### ■ Accounts and Reports to Participants

The Agent will maintain an account for each Participant in the Plan. Each Participant's account will be credited by the Agent with that number of Common Shares purchased for the Participant, including fractional Common Shares. A statement of account will be forwarded to each Participant as soon as reasonably practicable following each Common Share Dividend Payment Date. These statements are a Participant's only record of the cost of each purchase of Common Shares under the Plan. All statements should be retained by a Participant for income tax purposes. In addition, each Participant will receive annually from the Agent tax forms as required by the Canada Revenue Agency.

**Adjusted cost base calculations for tax reporting purposes will be the responsibility of each Participant as the averaging rules may apply so that such calculations may depend on the cost of other Common Shares held by the Participant.**

### ■ Certificates for Common Shares

Certificates for Common Shares will not be issued to Participants unless specifically requested, in part to protect against loss, theft or destruction of Common Share certificates. The number of Common Shares purchased under the Plan will be credited to Plan accounts established for Participants and shown on their statements of account.

A Participant may, without terminating participation in the Plan, upon written request to the Agent, have Common Share certificates issued and registered in the Participant's name for any number of whole Common Shares held for the Participant's account under the Plan. Certificates for fractional Common Share interests will not be issued. Requests for certificates should be mailed to the Agent. Certificates will be issued to a Participant as soon as practicable after receipt by the Agent of a Participant's written request. Any remaining whole Common Shares and all fractional Common Share interests will continue to be held for the Participant's account.

Accounts under the Plan are maintained in the names of the Participants as registered at the time they enter the Plan. Consequently, certificates for whole Common Shares will be similarly registered when issued.

Participants who wish to pledge, sell or otherwise dispose of Common Shares held on their behalf by the Agent must first request in writing to the Agent that certificates be registered in the Participant's name and second, request that such certificates be delivered to the Participant before such pledge, sale or other disposition may take place.

### ■ Termination and Suspension of Participation

Participation in the Plan may be terminated by a Participant at any time, subject to the terms herein, by giving written notice to the Agent. On termination, a Participant will receive Common Share certificates for all whole Common Shares held for his or her account and a cash payment for any fractional interest in a portion of a Common Share. The amount of the payment for any such fractional interest will be based on the price paid by the Agent for Common Shares purchased out of cash dividends for the last Investment Period. Any pending Optional Cash Payments will be returned to the Participant requesting termination.

Participation in the Plan will be terminated automatically upon receipt by the Agent of a written notice of the death of a Participant. Such notice must be accompanied by satisfactory evidence of the appointment and authority to act of the representative providing such notice. In such a case, certificates for whole Common Shares will then be issued by the Agent in the name of the deceased Participant. The Agent will send such certificates and a cash payment for any fractional interest in a portion of a Common Share to the representative of the deceased Participant.

**If notice of termination is not received by the Agent at least five (5) Business Days prior to a Common Share Dividend Record Date, participation will not be terminated until after the Investment Date following such Common Share Dividend Record Date. Thereafter, all cash dividends paid in respect of the former Participant's Common Shares will be paid directly to such Common Shareholder.**

### ■ Rights Offering

In the event that Bell Aliant makes available to holders of all or substantially all of its Common Shares rights to subscribe for additional Common Shares or other securities, rights will be issued by Bell Aliant to each Participant in respect of the whole Common Shares held for a Participant's account under the Plan on the record date for such issue. Rights based on a fractional Common Share held for a Participant's account will be sold together with rights based on fractional Common Shares held for other Participants on a commingled basis by the Agent and the proportionate net proceeds will be remitted to the Participant.

### ■ Subdivision and Common Share Splits

Any Common Shares distributed by Bell Aliant resulting from a Common Share dividend, a subdivision of Common Shares, or a split of Common Shares held by the Agent for Participants under the Plan, will be retained by the Agent and credited to the accounts of the Participants.

In the event of a change, reclassification, conversion or exchange of the Common Shares into other common shares or securities or of any further change, reclassification, conversion or exchange of such common shares or securities, the Plan shall continue to apply to the common shares or securities resulting from that event. References in this Plan to Common Shares shall be deemed to be references to the common shares or securities resulting from that event.

### ■ Common Shareholder Voting

Whole Common Shares held in a Participant's account under the Plan on the record date for a vote of Bell Aliant common shareholders will be voted in the same manner as the Participant's Common Shares of record are voted, either by proxy or by the Participant in person. Fractional interests in Common Shares will not be voted. Common Shares for which instructions are not received will not be voted.

### ■ Responsibility of Bell Aliant and the Agent

Neither Bell Aliant nor the Agent shall be liable for any act or for any omission to act in connection with the operation of the Plan, including without limitation, any claims for liability:

- (a) arising out of failure to terminate a Participant's account upon such Participant's death prior to receipt of notice in accordance with this Plan in writing of such death;
- (b) with respect to the prices at which Common Shares are purchased for the Participant's account and the times such purchases are made;
- (c) with respect to whether Common Shares are purchased on the market or issued from treasury;
- (d) with respect to decisions by Bell Aliant to issue or not issue Common Shares through the Plan in any given time period, or the number of Common Shares issued, if any;
- (e) arising out of prorating, for any reason, of the number of Common Shares available under the Plan in the circumstances described under the heading "Optional Cash Payments"; or
- (f) arising out of a failure by the Agent to purchase additional Common Shares with an Optional Cash Payment.

Participants should recognize that there is no assurance that, in the future, dividends will be declared in any particular amount or at all on the Common Shares.

**Neither Bell Aliant, nor the Agent, can assure a profit or protect Participants against a loss on the Common Shares purchased under the Plan.**

### ■ Acts of Bell Aliant, the Directors of Bell Aliant and General Limitation of Liability

Where any reference is made herein to an act to be performed by, for or on behalf of Bell Aliant, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by, for or on behalf of Bell Aliant's Board of Directors, in their capacity as directors of Bell Aliant, and where any reference is made herein to an act to be performed by, for or on behalf of Bell Aliant's directors, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by, for or on behalf of Bell Aliant's Board of Directors in their capacity as directors of Bell Aliant.

### ■ Amendment, Suspension or Termination of the Plan

Bell Aliant reserves the right to amend, suspend or terminate the Plan at any time, but such action shall have no retroactive effect that would prejudice the interests of the Participants.

**All Participants then participating in the Plan will be sent written notice of any such amendment, suspension or termination.** In the event of termination of the Plan, the Agent will send each Participant a certificate representing the Participant's whole Common Shares and a cash payment for any fractional interest in Common Shares. Any pending Optional Cash Payments will be returned to the Participant. In the event of suspension of the Plan by Bell Aliant, no investment will be made on the Investment Date immediately following the effective date of such suspension. Any Optional Cash Payments which are not invested as of the effective date of such suspension, and cash dividends which are subject to the Plan and which are paid after the effective date of such suspension, will be remitted by the Agent to the Participants.

### ■ Compliance with Law

The operation and implementation of the Plan is subject to compliance with all applicable legal requirements, including obtaining all appropriate regulatory approvals and exemptions from registration and prospectus requirements, and the requirements of any stock exchange on which Common Shares of Bell Aliant are listed.

### ■ Interpretation

Any issues of interpretation in connection with the Plan or its application shall be conclusively determined by Bell Aliant.

### ■ Notices

All notices required to be given to Participants under the Plan shall be sent to Participants at the addresses shown on the records of the Agent. Written communications to the Agent should be addressed as set forth below.

### ■ Effective Date

The effective date of this Plan is January 1, 2011.

### ■ Additional Information

Details on Bell Aliant and its dividends will be available on SEDAR ([www.sedar.com](http://www.sedar.com)). Bell Aliant Common Shares are traded on The Toronto Stock Exchange (TSX), listed under the symbol "BA". Information on daily Common Share prices and trading volumes is available in the TSX listings in most major daily Canadian newspapers. A link to TSX stock trading information can be found on the Bell Aliant website ([www.bellaliant.ca](http://www.bellaliant.ca)), in the "Investors" section.

### ■ Taxes

**Participants should consult their tax advisors concerning the tax implications of participating in the Plan.** The reinvestment of dividends on Common Shares does not relieve the Participant of any liability for income tax payable on such dividends. If applicable, non-resident tax will be deducted and submitted to the Government of Canada in the normal manner. Annual forms for tax purposes will be issued by the Agent.

**Q** What is the purpose of the Dividend Reinvestment and Stock Purchase Plan?

**A** The Plan provides Participants with the opportunity to invest the cash dividends, net of applicable withholding taxes, paid on the Common Shares and to invest additional sums to purchase Common Shares.

**Q** Who is eligible to participate?

**A** Any registered Common Shareholder (except residents of the United States of America or any of its territories or possessions, or any other Common Shareholders resident outside of Canada whose participation is prohibited by the laws of their country of residence) may participate in the Plan.

**Q** How does an eligible Common Shareholder become a Participant in the Plan?

**A** Common Shareholders of record who wish to participate must complete an authorization form and forward it to the Agent. If received prior to the Enrolment Date, participation will commence immediately. Authorization forms received after the Enrolment Date will be processed and participation will commence in the next following Investment Period.

Participation will continue until a written notice of termination is received by the Agent from the Participant.

**Q** How are Optional Cash Payments made?

**A** Each Participant who has elected to reinvest dividends may also make Optional Cash Payments of up to \$10,000 (Canadian) for any Investment Period. An Optional Cash Payment may be made when enrolling by enclosing a cheque payable to the Agent with the completed authorization form and declaration.

Thereafter, Optional Cash Payments may be made by using the subscription form available on the Agent's website or included with the Participant's monthly account statement. Optional Cash Payments may be made by cheque, money order, or other means acceptable to the Agent, and must be received by the Agent prior to the Cash Receipt Date in order to purchase Common Shares in the current Investment Period. No interest is paid on optional cash contributions; however, the cheque or money order may be post-dated to the Cash Receipt Date.

**Q** When are the Investment Dates?

**A** The Investment Date for the Plan is the first Business Day after the Common Share Dividend Payment Date, expected to be on or about the thirty-first (31<sup>st</sup>) day of the last month of each Bell Aliant fiscal quarter. Authorization forms must be received by the Common Share Dividend Record Date, which is normally the fifteenth (15<sup>th</sup>) day of the last month of each Bell Aliant fiscal quarter, expected to be March, June, September and December.

If you would like information on any specific date for the Plan, please contact the Agent. These dates are normally set quarterly based on the Common Share Dividend Record Date and Common Share Dividend Payment Date set Bell Aliant's Board of Directors and may vary slightly from year to year.

**Q** How will Bell Aliant Inc. Common Shares be purchased for Participants under the Plan?

**A** Bell Aliant has designated CIBC Mellon Trust Company as Agent for the Participants in the Plan. The Agent will use the Participants' dividends and any Optional Cash Payments to purchase Common Shares under the Plan. At the discretion of Bell Aliant, the Common Shares will be purchased either on the open market or directly from Bell Aliant. Please refer to the section "Price of Common Shares" for details on the purchase price of Common Shares.

Common Shares purchased under the Plan will be registered in the name of the Agent and certificates for these Common Shares will not be sent to Participants unless specifically requested. The number of Common Shares purchased under the Plan will be credited to Plan accounts established for Participants.

**Q** How and when may a Participant terminate participation in the Plan?

**A** Common Shareholders may terminate participation at any time by writing to the Agent. Notice received at least five (5) Business Days prior to a Common Share Dividend Record Date terminates participation for the next Common Share Dividend Payment Date. On termination, a Participant will receive Common Share certificates for all whole Common Shares held for his or her account and a cash payment for any fractional Common Share interest.

## ■ Contacts

### Bell Aliant Inc. Investor Relations

Phone: Toll free 1-877-248-3113

Fax: Toll free 1-877-498-2464

Website: [www.bellaliant.ca](http://www.bellaliant.ca)

By mail:

Bell Aliant Inc.

Investor Relations

One Brunswick Square, 18<sup>th</sup> Floor

Saint John, NB E2L 4L4

### CIBC Mellon Trust Company

Phone: AnswerLine

Toll free in North America: 1-800-387-0825

Toronto area: 1-416-643-5500

Fax: 1-416-643-5020

By mail:

CIBC Mellon Trust Company

Attention: Dividend Reinvestment Services

PO Box 7010

Adelaide Street Postal Station

Toronto, ON M5C 2W9



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**BellAliant**