

SPECIAL CONTRACT FOR SERVICE

**Northern New England Telephone Operations LLC
d/b/a FairPoint Communications-NNE**

WITH

Rite Aid

Northern New England Telephone Operations LLC
d/b/a FairPoint Communications-NNE

WITH

Rite Aid

SPECIAL CONTRACT
SUPPORTING MATERIAL

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SECTION 1

CONTRACT OVERVIEW

OVERVIEW OF CONTRACT

Rite Aid

The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for Centrex Service between FairPoint Communications-NNE and Rite Aid and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Special Contract provides Digital Centrex Service with standard features for a 36-month term at a discounted line rate. Rite Aid has the option for two (2) one year renewals at the discounted rate and a period of 180 days at the end of the initial Service Period or Renewal Period to negotiate a new agreement or disconnect the Service. At the end of this 180 day period, the Services will revert to applicable tariff on a month-to-month basis.

SECTION 2

COST STUDY DETAILS

SECTION 3

CONTRACT



SERVICE AGREEMENT

Rite Aid Name: Rite HDQTRS. Corp.	Main Billing Tel. No.:
Address: 431 Railroad Avenue, 2 nd floor office, Shiremanstown, PA 17011	Account No.: Maine & New Hampshire

Services. Rite Aid hereby requests and agrees to purchase from FairPoint Communications - NNE the services identified in the Exhibits attached to this Agreement and as further described in FairPoint Communications - NNE's applicable tariffs, (the "Services") for the service period stated in the attached Exhibits. (the "Service Period"), subject to FairPoint Communications - NNE's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Rite Aid locations specified in the attached Exhibits.

Charges. Rite Aid will pay the rates and charges set forth in the attached Exhibits made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Rite Aid cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Rite Aid will promptly pay to FairPoint Communications - NNE termination charges as set forth in the applicable Exhibits.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Rite Aid at the address specified above, Attn: Vice President, Infrastructure, with a copy to Rite Aid HDQTRS. Corp., Attn: General Counsel, 30 Hunter Lane, Camp Hill, PA 17011, and to FairPoint Communications - NNE at FairPoint Communications, Attn: AVP Enterprise Sales, 45 Forrest Avenue, Portland, ME 04101, with a copy to FairPoint Communications, Attn: General Counsel, 521 E. Morehead Street, Suite 250, Charlotte, NC 28202. Notices shall be deemed effective five (5) business days after such mailing.

Miscellaneous.

- (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with local law, regulation, or filing requirements.
- (b) In the event of any claim or dispute, the laws of the jurisdiction in which FairPoint Communications - NNE provides to Rite Aid the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.
- (c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, or other causes beyond such party's reasonable control.
- (d) If any provision of this Agreement or the provision of any Service under the term hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any state or jurisdiction, or does not receive any governmental or regulatory approval required by law in any state or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service is such State or jurisdiction.
- (e) FairPoint Communications - NNE, upon reasonable prior written notice of at least thirty (30) days, may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to FairPoint Communications - NNE, Rite Aid may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.
- (f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Rite Aid.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall either party be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provisions of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibit A and B attached hereto and made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of both parties.

AGREED AND ACCEPTED:

Rite Aid HDQTRS. Corp.

By: _____

Name: Lawrence Baker

Title: Vice President of Infrastructure

Date: 3/6/09

**Northern New England Telephone Operations LLC,
d/b/a FairPoint Communications - NNE**

By: _____

Name: Robert Froberg

Title: Business Sales Director, Maine & Telecom Group

Date: 3-11-09