

SPECIAL CONTRACT FOR SERVICE

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

WITH

Brookstone Company, Inc

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

WITH

Brookstone Company, Inc

SPECIAL CONTRACT
SUPPORTING MATERIAL

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SECTION 1

CONTRACT OVERVIEW

OVERVIEW OF CONTRACT

Brookstone Company, Inc

The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for ISDN PRI Services between FairPoint Communications-NNE and Brookstone Company, Inc and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Contract provides ISDN PRI with Port and LDC at special rates for a thirty six (36) month term. ISDN-PRI services allow the customer to have Caller ID without name and Caller ID with name. Customer may order additional Service at the same rates during the first twelve (12) months of the Service Period. The Services will revert back to month-to-month tariff rates unless Customer negotiates a new agreement or terminates Services in writing.

SECTION 2

COST STUDY DETAILS

SECTION 3

CONTRACT



**SERVICE AGREEMENT
(ICB)**

Customer Name: Brookstone Company; Inc **Main Billing Telephone #:** (603) 888-0009

Address: One Innovation Way **Account Number:** 11468071780
Merrimack, NH 03054
Attn: GENERAL COUNSEL

Customer hereby requests and agrees to purchase from the undersigned FairPoint Communications Company ("FairPoint Communications-NNE") the services identified in the Exhibit attached to this Agreement and as further described in FairPoint Communications-NNE's applicable tariffs, (the "Services") for the service period stated in the Exhibit applicable to such Services (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 Customer locations specified in the attached Exhibit attached to or made a part hereof.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit 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 Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period without cause, Customer will promptly pay to FairPoint Communications-NNE termination charges as set forth in the applicable Exhibit.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to FairPoint Communications-NNE at Contracts Management, 45 Forest Ave, Portland, ME 04101 with a copy to: FairPoint Communications, Office of the General Counsel, 521 East Morehead Street, Ste. 250, Charlotte, N.C. 28202. Notices shall be deemed effective five 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 applicable 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 Customer 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, inability to obtain necessary equipment or services, 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 in such State or jurisdiction.

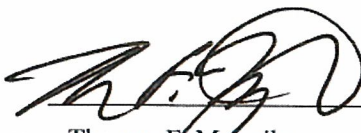
(e) FairPoint Communications-NNE may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to FairPoint Communications-NNE, Customer may assign or transfer 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 Customer.

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 FairPoint Communications-NNE 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(s) 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:

**COMPANY: BROOKSTONE COMPANY.
INC**

By: 
Name: Thomas F. Moynihan
Title: Vice President, Finance
Date: May 21, 2010



**NORTHERN NEW ENGLAND TELEPHONE
OPERATIONS LLC d/b/a FAIRPOINT
COMMUNICATIONS-NNE**

By: 
Name: Brian Jablonski
Title: AVP Business Sales
Date: 5/26/2010