

SPECIAL CONTRACT FOR SERVICE

FairPoint Communications – NNE

WITH

Northeast Utilities Service Company

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WITH

Northeast Utilities Service Company

SPECIAL CONTRACT

SUPPORTING MATERIAL

INDEX

1. CONTRACT OVERVIEW
2. COST STUDY DETAILS
3. CONTRACT

SECTION 1

CONTRACT OVERVIEW

OVERVIEW OF CONTRACT

Northeast Utilities Service Company

The purpose of this filing package is to;

- 1) Provide supporting documentation for the Special Contract for DS-1 services between Northeast Utilities Service Companies remote locations and their head quarters in Manchester, NH.
- 2) Request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The contract includes DS – 1 service on a thirty-six (36) agreement.

This customer does not participate in the VIP contracts

SECTION 2

COST STUDY DETAILS

SECTION 3

CONTRACT



SERVICE AGREEMENT
(ICB)

Customer Name: Northeast Utilities Service Company	Main Billing Tel. No.: 603-401-5242
Address: PO Box 300, Manchester, NH_03105	Account No.: NA

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, 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) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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:

Customer Northeast Utilities Service Company	Northern New England Telephone Operations LLC d/b/a FairPoint Communications NNE
By: <i>Wayne P. Hamel</i>	By: <i>Frank Kuttary</i>
Name: WAYNE P. HAMEL	Name: FRANK KUTTARY
Title: IT TECHNOLOGY MGR	Title: Director - Business Sales
Date: 9/28/08	Date: 9/25/08

FairPoint Communications-NNE
State: New Hampshire
Customer name: Northeast Utilities Service Company

1. **Service, Rates and Quantity Commitment.** Customer agrees to purchase DS1 Service from FairPoint Communications-NNE at the rates and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariffs rates and charges, or if no tariff is applicable, at FairPoint Communications-NNE's then-current retail rate. Customer shall provide to FairPoint Communications-NNE at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by FairPoint Communications-NNE to provide such Service.
2. **Rates, Locations and Quantity Commitments.** Customer agrees to purchase the Service from FairPoint Communications-NNE at the rates set forth below and in quantities set forth below for the Service Period identified below. Rates are available only for the sites listed.

A ADDRESS	Z ADDRESS	CKT	Current Rates
1580 Elm St. Manchester	8 Eastpoint Dr. Hooksett	73DHZA608855	\$ 250.00
1580 Elm St. Manchester	1250 Hooksett Rd. Hooksett	73DHZA608856	\$ 250.00
1580 Elm St. Manchester	12 Bellemore Dr. Bedford	73DHZA608859	\$ 250.00
1580 Elm St. Manchester	64 Business Park Dr. Tilton	73DHZA608860	\$ 348.00
1580 Elm St. Manchester	370 Amherst Nashua	73DHZA608861	\$ 284.00
1580 Elm St. Manchester	138 Elm Milford	73DHZA608863	\$ 284.00
1580 Elm St. Manchester	265 Calef Hwy Epping	73DHZA608865	\$ 284.00
1580 Elm St. Manchester	74 Old Dover Rd. Rochester	73DHZA608866	\$ 348.00
1580 Elm St. Manchester	1700 Lafayette Portsmouth	73DHZA608867	\$ 348.00
1580 Elm St. Manchester	280 Sunapee Newport	73DHZA608868	\$ 348.00
1580 Elm St. Manchester	425 Jaffrey Rd Peterboro	73DHZA608870	\$ 348.00
1580 Elm St. Manchester	193 W. Main Hillsboro (TDS)	73DHZA608871	\$ 318.00
1580 Elm St. Manchester	68 Jericho Rd. Berlin	73DHZA608872	\$ 623.00
1580 Elm St. Manchester	168 White Mtn Hwy Tamworth	73DHZA608873	\$ 623.00
1580 Elm St. Manchester	425 Main Lancaster	73DHZA608874	\$ 623.00
1580 Elm St. Manchester	59 Ayers Island Rd. Bristol	73DHZA608875	\$ 348.00
1580 Elm St. Manchester	19 Production Ave. Keene	74DHZA608869	\$ 348.00
Totals			\$ 6,225.00

3. **Service Period.** Customer shall purchase the Service for a period of Thirty Six (36) consecutive months following the execution of this Agreement, the installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof ("Service Period"). The Service Period for all Services ordered hereunder shall be coterminous. Termination charges will apply to all Service disconnected prior to the end of the Service Period.
4. **Minimum Quantity and Shortfall.** The rates herein are contingent upon Customer purchasing at least the quantity of service set forth above as the Minimum Quantity. FairPoint Communications-NNE will review

Customer's account on each annual anniversary of the commencement of the Service Period and if the quantity of Service installed is less than the Minimum Quantity, Customer shall pay to FairPoint Communications-NNE an amount equal to the difference between the amount actually billed and paid for such Service and the amounts that would have been billed hereunder for that service under FairPoint Communications-NNE's tariff or non-discounted retail rate, whichever is applicable (the "Shortfall Amount"). FairPoint Communications-NNE shall issue an invoice for such Shortfall Amount and Customer shall pay such invoice within thirty (30) days of issuance.

5. **Termination Charges.** If Customer cancels this Agreement in whole or in part or terminates any Service prior to the expiration of the Service Period, Customer shall pay to FairPoint Communications-NNE a termination charge equal to one hundred percent (100%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing.

6. **Additional Provisions.**
 - a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.
 - b. Service Continuation. If, at the time of the expiration of the Service Period, a new agreement with FairPoint Communications-NNE for the Services is not effective, and Customer does not request discontinuance of the Services in writing, then the Services will be continued on a month-to-month basis at the tariff rates then applicable to such Service, or, if no tariff is applicable to such Service, at FairPoint Communications-NNE's then-current retail rate, except that Services shall then be subject to termination by either party upon thirty (30) days prior written notice to the other party.
 - c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.
 - d. Facilities. Additional charges may be required if suitable facilities are not available to provide Service at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Service, FairPoint Communications-NNE will inform Customer of such applicable charges, and FairPoint Communications-NNE will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by FairPoint Communications-NNE without application of the termination charges described above.
 - e. FairPoint Communications-NNE, at its discretion, may increase the rates for these Services if this Agreement is not signed and dated by Customer on or before 30 September 2008.