

**SPECIAL CONTRACT FOR SERVICE**

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

**WITH**

**State of New Hampshire  
Department of Administrative Services  
Amendment # 5-Revision**

## **SECTION 1**

### **CONTRACT OVERVIEW**

## **OVERVIEW OF CONTRACT**

### **State of New Hampshire Department of Administrative Services Amendment # 5**

The purpose of this filing package is to 1) provide supporting documentation for an amendment to the Special Contract between FairPoint Communications-NNE and State of New Hampshire Department of Administrative Services for PRI lines and DID services and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Contract provides reductions in the monthly PRI rates and reductions to the rates for DID services for a thirty-six (36) month term. The Services will revert back to month-to-month tariff rates unless Customer negotiates a new agreement or terminates Services in writing.

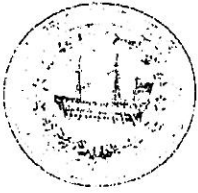
## **SECTION 2**

### **COST STUDY DETAILS**



## **SECTION 3**

### **CONTRACT**



LINDA M. HODGDON  
Commissioner  
(603) 271-3201

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

*Approved by  
Gov - 8/10/2010 #19*

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603) 271-3204

July 28, 2010

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to amend a current contract with Northern New England Telephone Operations LLC d.b.a. Fairpoint Communications NNE, of Charlotte, North Carolina, (VC #134698), for communications network services, which shall begin upon Governor and Council approval and end no later than October 8, 2012. Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient funds in a specific PAU to cover the requested service.

## EXPLANATION

The original contract was approved by the Governor and Executive Council on September 4, 2002 (Item #33A), amended on November 10, 2004 (Item #14), amended on August 3, 2005 (Item #41), amended on October 3, 2007 (Item # 102A), and amended on February 18, 2009. In addition, the contract was assigned from Verizon New Hampshire to FairPoint Communications Inc., on January 31, 2008.

The current contract provides service for approximately 7,600 Centrex lines and 5,000 Direct Inward Dial (DID) numbers used over Integrated Services Digital Network (ISDN) Primate Rate Interface (PRI) telephone system trunks. The ISDN PRI trunks with DID numbers are a crucial part of the State effort to convert to Voice over Internet Protocol (VoIP) services, reducing telephone equipment costs and unifying voice and data services. This amendment will reduce ISDN PRI full service trunk costs by 70%, and ISDN PRI measured service trunk costs by 39%. The contract also allows continued service while the State converts to VoIP services.

Estimate cost reductions based on current services are included in the attached table. Estimated monthly savings is \$34,148.65 per month. All other terms and conditions shall remain in full force and effect.

Respectfully Submitted,

Linda M. Hodgdon  
Commissioner

**Estimated Savings Due to Amendment**  
(Based upon current usage)

| <b>Service</b>   | <b>Estimated<br/>Quantity</b> | <b>Current<br/>Price</b> | <b>Contract<br/>Price</b> | <b>Estimated<br/>Savings</b> |
|--|-------------------------------|--------------------------|---------------------------|------------------------------|
| Concord or Manchester ISDN PRI with<br>Unlimited Local Usage | 13                            | \$2,172.40               | \$660.00                  | \$19,661.20                  |
| Concord or Manchester ISDN PRI with<br>Measured Local Usage  | 5                             | \$682.01                 | \$416.84                  | \$1,325.85                   |
| ISDN PRI with Unlimited Local Usage all<br>Other Locations   | 9                             | \$2,172.40               | \$710.00                  | \$13,161.60                  |
| ISDN PRI with Measured Local Usage<br>all Other Locations    | 0                             | \$682.01                 | \$457.00                  | \$0.00                       |
| Monthly Savings  |                               |                          |                           | \$34,148.65                  |
|  |                               |                          |                           |                              |
| Contract Term Savings  |                               |                          |                           | \$819,567.60                 |

**FIFTH AMENDMENT  
TO  
COMMUNICATIONS NETWORK SERVICES**

It is hereby agreed that the Communications Network Services contract approved by Governor & Executive Council on September 4, 2002, amended on November 10, 2004, August 3, 2005, October 3, 2007, and February 18, 2009, assigned to Northern New England Telephone Operations LLC d.b.a. FairPoint Communications NNE, on April 1, 2008, herein referred to as the "Agreement" between Fair Point Communications as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

1. Delete 3.1 Contract Duration in its entirety and substitute the following:  
3.1 Contract Duration. Contractor shall furnish and the State will subscribe to, use and pay for services at the rates listed within Exhibit A and as amended herein, under this Amendment for a period of up to twenty-four (24) months following the expiration of the current Agreement on October 9, 2010, the execution of this Amendment by the Parties, and the New Hampshire Governor and Executive Council approval. In no event shall this term of the Contract Duration be extended beyond October 8, 2012.
2. Delete 8.14.2 in its entirety and substitute the following:  
8.14.2 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$1,500,000 per occurrence and no less than \$1,000,000 in excess/umbrella liability each occurrence. Coverage shall also include automobile liability and workers' compensation.
3. Delete 8.14.4 in its entirety and substitute the following:  
8.14.4 The Contractor shall file a performance bond(s) with the State for the service provided under this Contract. The bond(s) shall be issued by corporations satisfactory to the State, and duly legally licensed to transact business in the State of New Hampshire. The bond(s) shall be issued and maintained by the Contractor at the Contractor's sole expense, and shall remain in force until termination of the Contract and any extensions thereof. The bond(s) shall be in a form and substance satisfactory to the State and be made payable to the State. The bond(s) shall secure the performance of all the Contractor's obligations under the Contract. Performance bond(s) shall be \$1,000,000 for all services.
4. Delete EXHIBIT A COST in its entirety and substitute the following.

**EXHIBIT A  
COST**

All contract costs for defined services are contained within Exhibit A. Any services provided for a partial month shall be pro-rated for the number of days of provided service (no. of service days / no. of days in billing month X monthly cost).

Payment may be held for services not fully tested and operational at the end of a billing month.

The costs listed herein are the only costs to be charged the State throughout the duration of the contract. Only costs as labeled shall be assessed to the State. Charges incurred as a result of doing

Contractor Initials: SGJ

Date: 7-8-10

business, tariffs, contractor internal policies or otherwise shall not be reflected as additional charges to the State. The only compensation paid by the State to the vendor shall be those disclosed within this document.

It is recognized that calling charges for calls outside of North America may not be in control of the Contractor. Calling charges (toll, operator assistance, etc.) for calls made outside of North America shall be the lowest costs charged by the vendor to any of their customers.

One LEC directory listing per Billing Telephone Number shall be provided when directed by the State, at no charge to the State. Additional listings may be invoiced as noted below.

No disconnection charges will be assessed for any service.

Universal Service Fund (USF) charges may vary throughout the duration of the contract. The fees at the initiation of the contract are as follow:

| Service/Line Type           | Qty of Lines | Cost per Line |
|-----------------------------|--------------|---------------|
| POTS, ISDN or Business Line | Any          | \$.57         |
| ISDN PRI                    | Any          | \$2.85        |
| Analog Centrex              | 9 and above  | \$.06         |

Fees may vary every three months, on the first day of January, April, July and September. Contractor must provide proof of FCC cost change in the form of FCC documentation defining changes, reason for change and applied rate. Any increase beyond 100% of those listed above may result in contract amendment to reduce charges. Any amendment will only be binding after approval of Governor and Council but may be retroactive. Any decrease will be passed on to the State. The State must be notified in writing 30 days prior to any USF fee changes. Data circuits are not currently charged USF fees.

Any service not noted within Exhibit A may be purchased by the State at prevailing Tariff cost at time of installation.

All services shall be coterminous with the termination date of this contract.

Services designated by an asterisk (\*) in this Exhibit will be provided at the applicable tariff rates and charges which will be subject to change during the term of this agreement. The State shall be notified in advance prior to any tariff rate changes.

If special construction is required, mutual agreement on construction charges may be necessary prior to performance of that work

#### TABLE HEADINGS

Table headings are defined as follow:

**Service Item:** Heading for cost item.

**One Time Cost:** Installation or service initiation (as in the case of a person to person telephone call) cost of a service. No one time installation charges shall apply to services requested or installed prior to October 10, 2002. Installation costs for service requested after October 10, 2002 may be included. Relocation of lines after service acceptance and prior to October 10, 2002 by the State may be charged at the quoted rate.

**Monthly Cost:** Cost billed to the State for one calendar month of service. Services shall be prorated

by active service days of the month for all services connected or disconnected within the month.  
**Additional Costs:** Additional cost of service based on usage. No cost shall be charged for incomplete calls.

**COMMON TYPE 1 CENTREX AND TYPE 2 OTHER VOICE/ANALOG SERVICES**

| SERVICE ITEM  | ONE TIME COST            | MONTHLY COST             | ADDITIONAL COSTS                   |
|---|--------------------------|--------------------------|------------------------------------|
| Relocating a Basic Telephone Line                                     | \$55.00 per Line         | \$0                      | \$0                                |
| Relocating a Basic Rate ISDN Line *                                   | \$110.00 per Line        | \$0                      | \$0                                |
| Relocating a Primary Rate ISDN Line *                                 | \$381.76 per Line        | \$0                      | \$0                                |
| Relocating a Toll Free Virtual Service (Point to number) *            | \$24.32 per Line         | \$0                      | \$0                                |
| Suspension of Service (POTS only) *                                   | \$26.00 per Line         | \$26.00 per Line         | \$0                                |
| Re-connection of Suspended Service (POTS only) *                      | \$55.00 per BTN Line     | \$0                      | \$0                                |
| Toll Free Service, Actual Line (Grand-fathered Rates, No new lines) * | \$0                      | \$19.37 per Line         | \$.02 per Call<br>\$.20 per Minute |
| Toll Free Virtual Service *   | \$75.00 per No.          | \$9.43 per No.           | \$.027 per Minute                  |
| Collect Calling *   | \$1.05 per Call          | \$0                      | Tariff per minute rates            |
| Third Party Billed Calls *  | \$.55 per Call           | \$0                      | Tariff per minute rates            |
| Directory Assistance *  | \$.40 per Call           | \$0                      | \$0                                |
| Operator Assistance *   | \$.55 per Call           | \$0                      | \$0                                |
| Person-to-Person Calling *  | \$.55 per Call           | \$0                      | Tariff per minute rates            |
| NH LATA Toll Calling  | \$0                      | \$0                      | \$.027 per Minute                  |
| One Directory Listing per Billing Telephone Number *                  | \$0 per Main BTN Listing | \$0 per Main BTN Listing | \$0                                |
| Additional Directory Listings per Telephone Number *                  | \$12.00 per Listing      | \$4.00 per Listing       | \$0                                |

**SPECIFIC TYPE 1 CENTREX SERVICES**

| SERVICE ITEM  | ONE TIME COST                            | MONTHLY COST           | ADDITIONAL COSTS  |
|---|--|------------------------|---|
| Centrex Basic Telephone Line, All Locations                         | \$55.00 per Line                         | \$15.57 per Line       | \$520.00 One Time to Establish System   |
| Centrex Automatic Callback and Distinctive Ringing Feature *        | \$0                                      | \$.21 per Line         |   |
| Centrex 6 Way Conference Calling Feature *                          | \$0                                      | \$.49 per Line         |   |
| Basic Rate ISDN in Concord  | \$125.00 per Line (285.00 if SLC or DLC) | \$35.43 per Line       | No Charge for Centrex to Centrex Calls<br>\$.04 per Call,<br>\$.042 per Minute per B Channel Outside of Centrex           |
| Basic Rate ISDN non- Concord  | \$125.00 per Line (285.00 if SLC or DLC) | \$61.92 per Line       | \$.04 per Call,<br>\$.042 per Minute per B Channel  |
| Primary Rate ISDN (Terminating into Centrex), Unlimited local usage | \$0                                      | \$660.00 per Line      | \$.027 Intra-LATA service.  |
| Backup D Channel on Alternate PRI *                                 | \$100.00                                 | \$50.00                | \$0   |
| Ground Start Compatibility *  | \$60.00 per Line                         | \$6.00 per Line        | \$0   |
| Call Processor (3 Minute)   | \$5.27 per Application                   | \$3.96 per Application | \$0   |
| Voice Mailbox, Installation   | \$10.00 per Box                          | \$0                    | \$0   |
| Voice Mailbox,  | \$0                                      | \$2.95 per Box         | \$0   |
| Limited Voice Mailbox (Virtual without assigned telephone number)   | \$0                                      | \$2.85 per Box         | \$0   |
| Toll Free Voice Mail Access<br>Toll Free Port, Concord              | \$0                                      | \$19.43                | \$75.00 Toll Free Installation One Time Charge per Line<br>\$10.00 Toll Free per Line Monthly Charge<br>\$.027 per Minute |

**SPECIFIC TYPE 1 CENTREX SERVICES**

| SERVICE ITEM                                | ONE TIME COST  | MONTHLY COST    | ADDITIONAL COSTS |
|---|----------------|-----------------|------------------|
| Informational Mailbox:                      |                |                 |                  |
| One Minute Box                              | \$5.00 per Box | \$2.26 per Box  | \$0              |
| Three Minute Mailbox                        | \$5.00 per Box | \$3.96 per Box  | \$0              |
| One minute with Reply (120 Messages Max.)   | \$5.00 per Box | \$11.31 per Box | \$0              |
| One Minute with Reply (40 Messages Max.)    | \$5.00 per Box | \$5.66 per Box  | \$0              |
| Three Minute with Reply (120 Messages Max.) | \$5.00 per Box | \$16.97 per Box | \$0              |
| Three Minute with Reply (40 Message Max.)   | \$5.00 per Box | \$8.49 per Box  | \$0              |

**SPECIFIC TYPE 2 OTHER VOICE/ANALOG SERVICES**

| SERVICE ITEM  | ONE TIME COST                                 | MONTHLY COST     | ADDITIONAL COSTS |
|---|---|------------------|------------------|
| Flat Rate Full Business Telephone Line  | \$60.00 per Line                              | \$53.01 per Line | \$0              |
| Ground Start Telephone Line Operation (Additional cost to Basic Telephone Line) | \$60.00 per Line                              | \$6.00           | \$0              |
| Basic Rate ISDN, Installation *   | \$110.00 per Line<br>(\$285.00 if SLC or DLC) | \$0              | \$0              |



**SPECIFIC TYPE 2 OTHER VOICE/ANALOG SERVICES**

| SERVICE ITEM  | ONE TIME COST                          | MONTHLY COST                             | ADDITIONAL COSTS  |
|---|--|--|---|
| Basic Rate ISDN   | \$0                                    | \$62.05 per Line (\$92.05 if SLC or DLC) | No Charge for Centrex to Centrex Calls;<br>\$.04 per Call;<br>\$.042 per minute per B Channel Outside of Centrex. |
| Primary Rate ISDN Unlimited Service in Concord, NH and Manchester, NH           | \$0                                    | \$660.00 per Line                        | \$.032 Intra-LATA service.;   |
| Primary Rate ISDN Unlimited Service all other locations                         | \$0                                    | \$710.00 per Line                        | \$.032 Intra-LATA service.  |
| Primary Rate ISDN Measured Service in Concord, NH and Manchester, NH            | \$0                                    | \$416.84 per Line                        | \$.02 per Minute Local Service,<br>\$.032 per Minute Intra-LATA Service   |
| Primary Rate ISDN Measured Service all other locations                          | \$0                                    | \$457.00 per Line                        | \$.02 per Minute Local Service,<br>\$.032 per Minute Intra-LATA Service   |
| Backup D Channel on Alternate PRI *   | \$100.00                               | \$50.00                                  | \$0   |
| Direct Inward Dial (DID) Consecutive Block greater than 2 and up to 100 Numbers | \$26.76 per Block or Fraction of Block | \$5.00 per Block or Fraction of Block    | \$0   |
| Direct Inward Dial (DID) Single Number  | \$26.76 per Number                     | \$1.00 per Number                        | \$0   |
| T1 DID Service *  | \$1350.00 per Circuit                  | \$2651.36 per Circuit                    | \$0   |
| Relocating a T-1 DID Service, Installation*                                     | \$1350.00 per Circuit                  | \$0                                      | \$0   |
| FX Within NH, Installation *  | \$460.00 per Port                      | \$0                                      | \$0   |
| FX Within NH *  | \$0                                    | \$15.00 per Port                         | \$9.50 per Mile   |

**SPECIFIC TYPE 2 OTHER VOICE/ANALOG SERVICES**

| SERVICE ITEM                           | ONE TIME COST  | MONTHLY COST  | ADDITIONAL COSTS   |
|--|--|---|--|
| Special Service Circuits*              | \$240.00 per BANA Intra-exchange Circuit<br>\$520.00 per BANA Inter-exchange Circuit<br>\$240.00 per FRNA Intra-exchange Circuit<br>\$520.00 per FRNA Inter-exchange Circuit<br>\$270.00 per PLNA Intra-exchange Circuit<br>\$560.00 per PLNA Inter-exchange Circuit<br>\$240.00 per RTNA Intra-exchange Circuit<br>\$560.00 per RTNA Inter-exchange Circuit | \$32.00 per BANA Intra-exchange Circuit<br>\$32.00 per BANA Inter-exchange Circuit<br>\$32.00 per FRNA Intra-exchange Circuit<br>\$32.00 per FRNA Inter-exchange Circuit<br>\$35.00 per PLNA Intra-exchange Circuit<br>\$35.00 per PLNA Inter-exchange Circuit<br>\$32.00 per RTNA Intra-exchange Circuit<br>\$116.00 per RTNA Inter-exchange Circuit | \$0.00 per Mile<br>\$9.50 per Mile<br>\$0.00 per Mile<br>\$9.50 per Mile<br>\$0.00 per Mile<br>\$9.50 per Mile<br>\$0.00 per Mile<br>\$9.50 per Mile |
| Relocating a Special Service Circuit * | \$240.00 per BANA Intra-exchange Circuit<br>\$520.00 per BANA Inter-exchange Circuit<br>\$240.00 per FRNA Intra-exchange Circuit<br>\$520.00 per FRNA Inter-exchange Circuit<br>\$270.00 per PLNA Intra-exchange Circuit<br>\$560.00 per PLNA Inter-exchange Circuit<br>\$240.00 per RTNA Intra-exchange Circuit<br>\$560.00 per RTNA Inter-exchange Circuit | \$0   | \$0  |
| Tie Line/Trunk *                       | \$675.00 per Intra-exchange Circuit<br>\$800.00 per Inter-exchange Circuit   | \$81.40 per Intra-exchange Circuit<br>\$93.40 per Inter-exchange Circuit  | \$0.00 per Mile<br>\$9.50 per Mile   |

### SPECIFIC TYPE 2 OTHER VOICE/ANALOG SERVICES

| SERVICE ITEM                  | ONE TIME COST  | MONTHLY COST    | ADDITIONAL COSTS |
|-------------------------------|--|-----------------|------------------|
| Relocating a Tie Line/Trunk * | \$675.00 per Intra-exchange Circuit<br>\$800.00 per Inter-exchange Circuit | \$0             | \$0              |
| Voice Mailbox                 | \$10.00 per Box  | \$12.00 per Box | \$0              |

### TYPE 4 LOW SPEED DATA SERVICES

| SERVICE ITEM                              | ONE TIME COST         | MONTHLY COST                                       | ADDITIONAL COSTS                                |
|---|-----------------------|--|---|
| Private Line Data 9.6 Kbps *              | \$0                   | \$293.31 per Circuit                               | \$0   |
| Relocating Private Line Data Circuit *    | \$0 per Circuit       | \$0  | \$0   |
| Private Line Digital Data, Install *      | \$0 per Circuit       | \$0  | \$0   |
| 9.6K or 19.2K Private Line Digital Data * | \$900.00 per circuit  | \$83.80 Intra-office per 9.6K or 19.2K DDS Circuit | \$32.00 Fixed Mileage Charge<br>\$1.45 per Mile |
| 56K Private Line Digital Data *           | \$1000.00 per circuit | \$118.00 Intra-office per 56K                      | \$35.00 Fixed Mileage Charge<br>\$1.80 per Mile |

### TYPE 5 HIGH SPEED DATA SERVICES

| SERVICE ITEM                          | ONE TIME COST        | MONTHLY COST   | ADDITIONAL COSTS   |
|---------------------------------------|----------------------|--|--|
| T1 Rate Point to Point-Installation * | \$550.00 per Circuit | \$0  | \$0  |
| T1 Rate Point to Point-               | \$0                  | \$420.00 per Circuit Concord to Concord<br>\$655.00 per Circuit terminating in Urban or Suburban Density Zone<br>\$1,065.00 per Circuit terminating in Rural Density Zones | See Appendix A for Urban, Suburban and New Rural Density Zone References |

# **TYPE 5 HIGH SPEED DATA SERVICES**

| SERVICE ITEM                         | ONE TIME COST   | MONTHLY COST   | ADDITIONAL COSTS   |
|--------------------------------------|---|--|--|
| Relocating a T1 Rate Point-Point *   | \$550.00 per Circuit  | \$0  | \$0  |
| T3 Rate Point-to Point Installation* | \$2.00 per Circuit  | \$0  | \$0  |
| T3 Rate Point-to Point               |   | \$3,250.00 per Circuit<br>Concord to Concord<br>\$5,010.00 per Circuit for<br>locations with Same<br>Serving Office<br>\$6,405.00 per Circuit<br>terminating in Urban or<br>Suburban Density Zone<br>\$7,095.00 per Circuit<br>terminating in Rural<br>Density Zones | \$0  |
| Relocating a Point-Point T3 *        | \$2.00 per Circuit  | \$0  | \$0  |
| Basic Rate ISDN Installation *       | \$110.00 per<br>Circuit<br>\$285.00 if SLC or<br>DLC facilities<br>used | \$0  | \$0  |
| Basic Rate ISDN *                    | \$0   | \$62.62 per Circuit<br>\$ 92.62 if SLC or DLC<br>facilities used   | \$.04 per call and<br>\$.042 per minute<br>per B Channel No<br>Charge if Centrex<br>to Centrex |
| Relocating a Basic Rate ISDN Line *  | \$110.00 per<br>Circuit   | \$0  | \$0  |
| Primary Rate ISDN Installation *     | \$381.76 per<br>Circuit   | \$0  | \$0  |
| Primary Rate ISDN *                  | \$0   | \$710.00 per Circuit   |  |

# TYPE 5 HIGH SPEED DATA SERVICES

| SERVICE ITEM   | ONE TIME COST        | MONTHLY COST           | ADDITIONAL COSTS   |
|--|----------------------|------------------------|--|
| Relocating Primary Rate ISDN Line *                    | \$381.76 per Circuit | \$0                    | \$0  |
| 56K Frame Relay Circuit                                | \$0                  | \$99.00 per Circuit    | Includes first PVC<br>\$10.00 per PVC for 2 <sup>nd</sup> to 5 <sup>th</sup> PVC<br>\$5.00 per PVC for 6 <sup>th</sup> to 10 <sup>th</sup> PVC<br>\$1.00 per PVC for 11 <sup>th</sup> and Additional PVC |
| 384K Frame Relay Circuit                               | \$0                  | \$371.25 per Circuit   | Includes first PVC<br>\$10.00 per PVC for 2 <sup>nd</sup> to 5 <sup>th</sup> PVC<br>\$5.00 per PVC for 6 <sup>th</sup> to 10 <sup>th</sup> PVC<br>\$1.00 per PVC for 11 <sup>th</sup> and Additional PVC |
| 1.5 M Frame Relay Circuit                              | \$440.00             | \$370.00 per Circuit   | \$0 for first PVC<br>\$10.00 per PVC for 2 <sup>nd</sup> to 5 <sup>th</sup> PVC<br>\$5.00 per PVC for 6 <sup>th</sup> to 10 <sup>th</sup> PVC<br>\$1.00 per PVC for 11 <sup>th</sup> and Additional PVC  |
| 45M Frame Relay Circuit                                | \$0                  | \$4,256.25 per Circuit | Includes first PVC<br>\$10.00 per PVC for 2 <sup>nd</sup> to 5 <sup>th</sup> PVC<br>\$5.00 per PVC for 6 <sup>th</sup> to 10 <sup>th</sup> PVC<br>\$1.00 per PVC for 11 <sup>th</sup> and Additional PVC |
| Installing or Relocating 56 Kbps Frame Relay Circuit * | \$325.00 per Circuit | \$0                    | \$0  |

# TYPE 5 HIGH SPEED DATA SERVICES

| SERVICE ITEM   | ONE TIME COST                           | MONTHLY COST   | ADDITIONAL COSTS     |
|--|---|--|----------------------|
| Installing or Relocating 384 Kbps and T1 Frame Relay Circuit * | \$440.00 per Circuit                    | \$0  | \$0                  |
| Customer Service Management                                    | \$0                                     | \$157.00 per Network   |                      |
| Frame View WAN Service Management (five circuit minimum)       | \$350.00 WAN Tolls Software per Network | \$53.65 per 56K Circuit<br>\$101.75 per T1 Circuit<br>\$629.00 per T3 Circuit Probe Only<br>\$759.42 per T3 Circuit Probe and DSU (Kentrox DataSMART T3/E3 IDSU) |                      |
| Frame View Wan Service Management Local Terminal Software      |   | \$759.42 per Application   | \$350.00 per License |
| 1.544 Mbps DS1 ATM Circuit within 50 miles of switch *         | \$75.00 per Circuit                     | \$650.00 per Circuit   |                      |
| 45Mbps ATM Circuit 0 to 5 miles from switch *                  | \$75.00 per Circuit                     | \$1,800.00 per Circuit   | \$0                  |
| 45Mbps TM Circuit 5 to 25 miles from switch *                  | \$75.00 per Circuit                     | \$3,250.00 per Circuit   | \$0                  |
| 45Mbps ATM Circuit 25 to 50 miles from switch *                | \$75.00 per Circuit                     | \$5,800.00 per Circuit   | \$0                  |
| 155.52Mbps OC3 ATM Circuit 0 to 5 miles from switch *          | \$75.00 per Circuit                     | \$2,200.00 per Circuit   | \$0                  |
| 155.52Mbps OC3 ATM Circuit 5 to 25 miles from switch *         | \$75.00 per Circuit                     | \$4,200.00 per Circuit   | \$0                  |
| 155.52Mbps OC3 ATM Circuit 25 to 50 miles from switch *        | \$75.00 per Circuit                     | \$7,200.00 per Circuit   | \$0                  |
| Relocating Any ATM Circuit *                                   | \$75.00 per Circuit                     | \$0  | \$0                  |

# TYPE 5 HIGH SPEED DATA SERVICES

| SERVICE ITEM                             | ONE TIME COST       | MONTHLY COST         | ADDITIONAL COSTS                                |
|--|---------------------|----------------------|---|
| PVC CBR and VBR Logical Port Bandwidth * | \$0                 | \$75.00 per 5 Mbps   | \$0   |
| 768/128Kbps DSL Circuit *                | \$60.00 per Circuit | \$39.95 per Circuit  | \$149.00 per Circuit for DSL Modem if Requested |
| 1.5M/128Kbps DSL Circuit *               | \$60.00 per Circuit | \$43.95 per Circuit  | \$149.00 per Circuit for DSL Modem if Requested |
| 1.5Mbps/384Kbps DSL Circuit *            | \$60.00 per Circuit | \$43.95 per Circuit  | \$149.00 per Circuit for DSL Modem if Requested |
| 384/384Kbps DSL Circuit *                | \$60.00 per Circuit | \$46.00 per Circuit  | \$149.00 per Circuit for DSL Modem if Requested |
| 7.1Mbps/768Kbps DSL Circuit *            | \$60.00 per Circuit | \$109.95 per Circuit | \$149.00 per Circuit for DSL Modem if Requested |
| 3.0Mbps/768Kbps DSL Circuit *            | \$60.00 per Circuit | \$54.00 per Circuit  | \$149.00 per Circuit for DSL Modem if Requested |
| Relocating Any DSL Circuit *             | \$60.00 per Circuit | \$0                  | \$0   |

# **TYPE 5 HIGH SPEED DATA SERVICES**

| <b>SERVICE ITEM</b>                        | <b>ONE TIME COST</b>          | <b>MONTHLY COST</b>     | <b>ADDITIONAL COSTS</b> |
|--|-------------------------------|-------------------------|-------------------------|
| Internet Protocol Routing Service (IPRS)*  | \$35.00 per Service           | \$56.00 per Access Port | \$0                     |
| Labor Charge to Extend Demark *            | \$75.00 per Hour              | \$0                     | \$0                     |
| Installation Items:                        |                               |                         |                         |
| JJK1C (RJ11) Modular Jack                  | \$3.99 per Jack               | \$0                     | \$0                     |
| JJK1W (RJ11) Wall-phone Modular Jack       | \$9.14 per Jack               | \$0                     | \$0                     |
| RJ14C Two Line Baseboard Modular Jack      | \$3.00 per Jack               | \$0                     | \$0                     |
| JJK4C (RJ14) In-Wall Modular Two Line Jack | \$3.99 per Jack               | \$0                     | \$0                     |
| JJK4W (RJ14) Wall-phone Two Line Jack      | \$9.14 per Jack               | \$0                     | \$0                     |
| RJ21X (25) Pair Interface                  | \$65.00 per 25 Pair Interface | \$0                     | \$0                     |
| JJM1X (25) Pair Connector Cable            | \$48.30 per Cable             | \$0                     | \$0                     |
| RJ31X Alarm Jack                           | \$18.00 per Jack              | \$0                     | \$0                     |
| JJP1X Series Interface Jack                | \$14.49 per Jack              | \$0                     | \$0                     |
| WIRING UA&FH Station Cable                 | \$14.28 per Cable             | \$0                     | \$0                     |
| Station Wiring (per 25 Feet)               | \$3.99 per 25 Feet            | \$0                     | \$0                     |

\*Services will be provided at the applicable tariff rates and charges which will be subject to change during the term of this agreement. The State shall be notified in advance prior to any tariff rate changes.

5. All other provisions of the "Agreement", approved by Governor and Council on September 4, 2002 and as amended on November 10, 2004, August 3, 2005, October 3, 2007 and February 18, 2009 shall remain in full force and effect.



NORTHERN NEW ENGLAND TELEPHONE  
OPERATIONS LLC d.b.a. FAIRPOINT  
COMMUNICATIONS NNE

By: Shirley J. Linn  
Shirley J. Linn  
(Print Name)

Title: Executive Vice President

Date: July 8, 2010

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 8th day of July, 2010,  
There appeared before me, the state and county  
foresaid a person who satisfactorily identified  
himself as

Shirley J. Linn

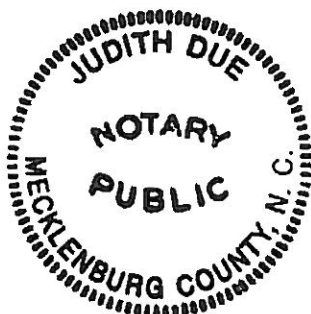
And acknowledge that he executed this  
document indicated above.

In witness thereof, I hereunto set my hand and  
official seal.

Judith Due  
(Notary Public/Justice of the Peace)

My commission expires:

March 3, 2011  
(Date)



STATE OF NEW HAMPSHIRE

By: Linda M. Hodgdon  
Linda M. Hodgdon  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 7/14/10

OFFICE OF THE ATTORNEY GENERAL

By: Rosemary Wiant  
Rosemary Wiant  
(Print Name)

Title: Assistant Attorney General

Date: 7-16-10

The foregoing contract was approved by the  
Governor and Council of New Hampshire on

AUG 11 2010, 2010.  
Signed: [Signature]  
AUG 11 2010

**DEPUTY SECRETARY OF STATE**

Contractor Initials: SGJ  
Date: 7-8-10

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Fairpoint Communications - NNE is a New Hampshire trade name registered on April 1, 2008 and that Northern New England Telephone Operations LLC presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of July, A.D. 2010

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC

The undersigned, being all of the directors of Northern New England Telephone Operations LLC (the "Company") a Delaware limited liability company, hereby adopt the following resolution by their unanimous written consent and declare it to be in full force and effect as if it were adopted at a special meeting of the Board of Directors duly called, noticed and held:

AUTHORIZATION OF SIGNATORIES

WHEREAS, the Board of Directors has the discretion to manage, control and make decisions affecting the business and affairs of the Company and to take actions as it deems necessary or appropriate to accomplish the purposes of the Company pursuant to the Company's Amended and Restated Limited Liability Company Agreement; and

WHEREAS, it is desirable for the Company to authorize certain representatives of the Company to enter into and execute contracts on behalf of the Company with the State of New Hampshire including, without limitation, the Department of Administrative Services of the State of New Hampshire;

NOW THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, authorized to make, enter into, sign and deliver contracts on behalf of the Company with the State of New Hampshire:

Shirley J. Linn  
Peter G. Nixon

RESOLVED FURTHER, that the department or agency of the State of New Hampshire to which a copy of these resolutions has been delivered by the Company be, and hereby is, authorized and entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions by the Board of Directors.

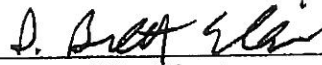
FURTHER ACTIONS

RESOLVED FURTHER, that the officers of the Company, acting together or alone, be, and each of them hereby is, authorized and directed in the name and on behalf of the Company (a) to do and perform or cause to be done and performed all such acts and things as such officer or officers shall deem necessary, advisable or appropriate to give effect to the intent and purposes of the foregoing resolutions and (b) to execute and deliver all such agreements, amendments, certificates, directions, representations, transfers, assurances and other instruments and documents of every character and to do and perform or cause to be done and performed such other and further acts and things as such officer or officers shall deem necessary, advisable or appropriate to give effect to the intent and purposes of the foregoing resolutions;

RESOLVED FURTHER, that any actions previously taken by the directors and officers of the Company in connection with the transactions contemplated as described above are hereby approved, ratified and confirmed; and

RESOLVED FURTHER, that the undersigned hereby waive any and all irregularity of notice in the time and place of meeting and consents to the transaction of all business represented by this Action by Unanimous Written Consent.

IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 8th day of July, 2010.



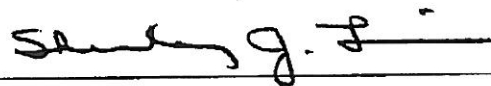
D. Brett Ellis, Director



Thomas E. Griffin, Director



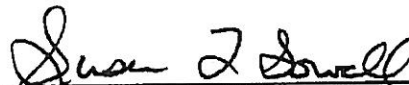
David L. Hauser, Director



Shirley J. Linn, Director



Peter G. Nixon, Director



Susan L. Sowell, Director

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/30/2010

|   |  |               |
|---|--|---------------|
| <b>PRODUCER</b><br>Commercial Lines ... 800-368-8834<br>Wells Fargo Insurance Services USA, Inc.<br>6100 Fairview Road<br>Charlotte, NC 28210 | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |               |
|   | <b>INSURERS AFFORDING COVERAGE</b>   | <b>NAIC #</b> |
| <b>INSURED</b><br>Northern New England Telephone Operations LLC<br>900 Elm Street<br><br>Manchester, NH 03101                                 | INSURER A: ACE American Insurance Company  |               |
|   | INSURER B: XL Insurance America, Inc.  |               |
|   | INSURER C:   |               |
|   | INSURER D:   |               |
|   | INSURER E:   |               |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | INSR | TYPE OF INSURANCE  | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------|------|--|----------------|----------------------------------|-----------------------------------|--|
| A        |      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | XSLG24940581   | 03/31/10                         | 03/31/11                          | EACH OCCURRENCE \$ 1,500,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,500,000<br>GENERAL AGGREGATE \$ 3,500,000<br>PRODUCTS - COM/POP AGG \$ 3,500,000 |
| A        |      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | ISAH08588715   | 03/31/10                         | 03/31/11                          | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          |      | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
| B        |      | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10,000   | US00010797L10A | 03/31/10                         | 03/31/11                          | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$<br>\$   |
| A        |      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER  | WLRC46132701   | 03/31/10                         | 03/31/11                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Coverage provided by the Primary General Liability Policy has a retention that is the responsibility of the insured. RE:Communications Network Services Contract #14


**CERTIFICATE HOLDER**

State of New Hampshire/Dept. of Administrative Services  
 ATTN Dennis J. Leclerc;25 Capital Street, Room 405  
 Concord NH 03301-0000

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
Performance Bond

**Bond No. 8846841**

That we, Northern New England Telephone Operations, LLC, 521 East Morehead Street, Charlotte, NC 28202 (hereinafter called the Principal), and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 1400 American Lane Tower 1, Schaumburg, IL 60196 a corporation duly organized under the laws of the State of Maryland, (hereinafter called the Surety), as Surety, are held and firmly bound unto the STATE OF NEW HAMPSHIRE Department of Administrative Services, 25 Capital Street, Concord, NH 03301 (hereinafter called the Obligee), in the amount of One Million and 00/100 Dollars (\$1,000,000.00) for the payments of which we, the said Principal, and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this 03/31/2010.

WHEREAS, the Principal has entered into a certain Contract with the Obligee for Performance Contract No. 14 between Northern New England Telephone Operations, LLC and State of New Hampshire in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said Contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject, to the following conditions:

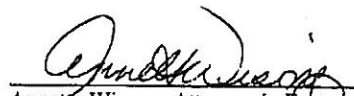
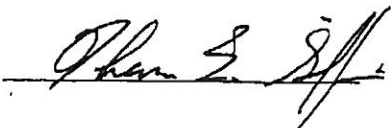
NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT TO THE CONTRARY, THE LIABILITY OF THE PRINCIPAL AND THE SURETY UNDER THIS BOND IS LIMITED TO THE TERM OF THE CONTRACT FROM 3/31/2010 TO 3/31/2011. ANY EXTENSIONS OR RENEWALS OF THIS BOND MUST BE CONSENTED TO IN WRITING BY THE PRINCIPAL AND THE SURETY, FAILURE TO EXTEND OR RENEW THIS BOND BY THE PRINCIPAL AND THE SURETY SHALL NOT CONSTITUTE A DEFAULT UNDER THIS BOND.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, administrators or successors of the Obligee.

NORTHERN NEW ENGLAND  
TELEPHONE OPERATIONS, LLC

FIDELITY AND DEPOSIT COMPANY  
OF MARYLAND

  
Annette Wisong, Attorney in Fact

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Joseph W. HAMILTON, III, Janice W. BRICKNER, Annette WISONG and Joseph R. WILLIAMS, all of Atlanta, Georgia, EACH its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Patricia ADAMSON, Joseph W. HAMILTON, III, Janice W. BRICKNER, Annette WISONG, dated December 8, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of September, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*Gregory E. Murray*

By:

*David S. Hewett*

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland } ss:  
City of Baltimore }

On this 28th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011



## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

### CERTIFICATE

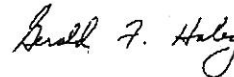
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 31 day of March, 2010.



Assistant Secretary



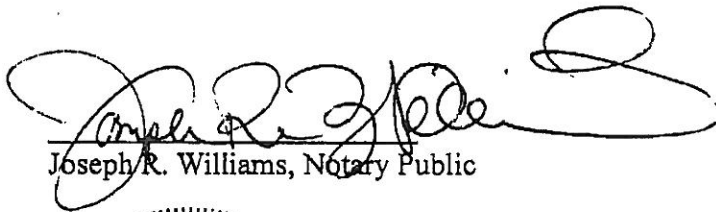
CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF GEORGIA

SS:

COUNTY OF FULTON

On this 31st day of March, 2010 before me, a Notary Public within and for said County and State, personally appeared Annette Wisong, to me personally known, who being duly sworn, upon oath, did say that he is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, a corporation created, organized and existing under and by virtue of the laws of the State of Maryland and that the Corporate Seal affixed to the foregoing instrument is the seal of said Corporation; and the said Annette Wisong did acknowledge that he executed the said instrument as the free act and deed of said Corporation.

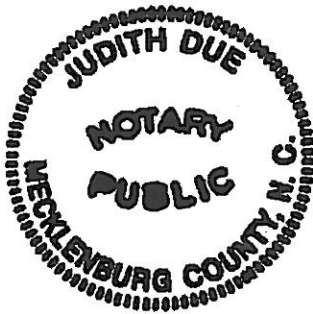
  
Joseph R. Williams, Notary Public



**CORPORATE FORM OF ACKNOWLEDGMENT**

STATE OF North Carolina )  
COUNTY OF Mecklenburg ) :ss

On the 1st day of April 2010, before me came  
Thomas E. Griffin to me known, who being by me duly sworn, did depose and say that (s)he  
resides at 521 E. Morehead St. Suite 250, Charlotte, NC 28202 that  
(s)he is the V.P. & Treasurer  
of SafePoint Communications, Inc. the corporation described  
in and who executed the above (attached) instrument; that (s)he knows the seal of said corporation; that the seal  
affixed to said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of  
said corporation and that (s)he signed his/her name thereto by like order.



Judith Due  
Notary