

STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION

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Verizon New England Inc., Bell Atlantic )  
Communications, Inc., NYNEX Long )  
Distance Company and Verizon Select )  
Services Inc.'s Transfer of )  
Assets to FairPoint Communications, Inc.) DT 07-011  
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PROTECTIVE AGREEMENT

THIS AGREEMENT dated as of JUNE 4, 2007 is by and among Verizon New England Inc., Bell Atlantic Communications, Inc., NYNEX Long Distance Company and Verizon Select Services Inc. ("Verizon"), FairPoint Communications, Inc. ("FairPoint") and PAETEC COMMUNICATIONS, INC. (Party) (individually, a "Party" and collectively, the "Parties"), and sets forth their agreement and understanding with respect to the protection of confidential and proprietary information provided to one another during the course of the these proceedings.

WHEREAS, the Parties desire to cooperate in the provision of information relevant to the issues in New Hampshire Public Utilities Commission ("PUC") Docket No. DT 07-011.

WHEREAS, the Parties have been or may be asked to provide to the PUC (including but not limited to the Staff), the Office of Consumer Advocate ("OCA") or one another information whose disclosure could result in financial and/or competitive harm to a Party if it is required to disclose such information to the public and which information the Party believes to be proprietary, confidential, competitively sensitive or

in the nature of a trade secret (which information is referenced herein as “Confidential Information”);

WHEREAS, the Parties desire to disclose Confidential Information only to persons that have executed Schedule I to this Agreement for review in connection with this Docket; and

WHEREAS, the Parties have agreed to the procedures established in this Agreement for the disclosure of Confidential Information to one another and to the PUC, Staff or OCA, and to provisions for holding such Confidential Information in confidence.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. If a Party desires that specific information to be provided by that Party (the “Submitting Party”) in response to discovery or otherwise in this docket be treated as Confidential Information, the Submitting Party will designate such information as “Proprietary,” “Confidential,” or words of similar meaning.

2. A Party who desires to obtain Confidential Information (the “Receiving Party”) will submit to the Submitting Party’s counsel a signed copy of the Protective Agreement acknowledgment form, attached hereto as Schedule I, for each individual who will have access to the information. Upon receipt of an executed Schedule I, the Submitting Party will provide one copy of the Confidential Information sought to such Party, or otherwise will make such Confidential Information available to such Party, except those documents or information, or portions thereof, withheld or excised based on legal objection duly noted by counsel for the Submitting Party, including, but not limited

to, objections based on the highly confidential nature of the documents or information, or based on relevance, privilege, or discovery that is burdensome or cumulative. The Receiving Party will afford access to the Confidential Information only to such employees, consultants and other representatives who have a reasonable need for such information for the preparation and conduct of this Docket and who have executed Schedule I to this Agreement and returned same to the Submitting Party's counsel. A Receiving Party shall make only one copy of any Confidential Information for each individual who has executed Schedule I, except as otherwise provided in Section 3 hereof.

3. The Receiving Party shall only submit Confidential Information obtained from the Submitting Party to the PUC, Staff or OCA under seal, clearly designating it as Confidential Information obtained from the Submitting Party under a claim of confidentiality. The Receiving Party shall comply with any protective order governing the treatment of Confidential Information submitted to the PUC in connection with this Docket, and shall not act in any way inconsistent with the Submitting Party's ability to obtain the protections of RSA 378:43, as amended, with respect to such Confidential Information. Documents containing or incorporating Confidential Information to be offered in evidence under seal may be copied as necessary for that purpose. The Parties' counsel, personnel and consultants, who have agreed in writing to be bound by this Agreement, may take notes regarding such Confidential Information, but only as necessary for preparation for proceedings in this docket. Such notes shall be treated the same as the Confidential Information from which the notes were taken and shall not be used for any purpose other than specified herein.

4. No Party that has executed this Agreement, and no person representing such Party, that is afforded access to the Confidential Information shall use the Confidential Information for any purpose other than the purpose of preparation for and conduct of this Docket, including appeals of any order or ruling therein, and then solely as contemplated herein. Each such Party, and each such person, shall keep the Confidential Information secure and shall not disclose it or afford access to it to any person not authorized by this Agreement.

5. Should the Receiving Party receive any subpoena or request pursuant to any applicable law (including but not limited to a discovery or information request from the PUC or other participant in this docket) for any Confidential Information from the Submitting Party pursuant to this Agreement, the Receiving Party shall promptly notify the Submitting Party's representative of the pendency of such subpoena or other request. Nothing in this Agreement shall limit or waive in any manner any rights that the Submitting Party may have under applicable law to seek protection against disclosure pursuant to a subpoena or any other request for information.

6. The Parties will cooperate to ensure that:

A. No persons other than those who have a reasonable need for such information for the preparation and conduct of this Docket and who have signed or agreed to be bound by this Agreement shall be permitted to hear or review testimony given with respect to the Confidential Information. Such persons shall not include any marketing personnel or other persons whose duties engage them in competition with the Submitting Party.

B. At any PUC hearing or conference in this proceeding, no witness, other than witnesses for the Submitting Party, may be questioned with respect to Confidential Information submitted by such Party unless that person has read this Agreement and has agreed to be bound by its terms, or unless an appropriate protective order has been entered by the PUC.

C. The Submitting Party shall have the benefit of RSA 378:43 with respect to any Confidential Information submitted to the PUC or its Staff by any person.

For purposes of this paragraph, the Parties agree to take all appropriate actions to ensure that the provisions of this paragraph are observed and enforced, including but not limited to making or assenting to motions for the entry of a protective order or orders consistent with this Agreement.

7. Upon completion of this Docket, including administrative or judicial review thereof, each Party that has received a copy of the Confidential Information, and each person representing such Party, shall upon request of the Submitting Party return the Confidential Information to the Submitting Party's counsel, except for those portions of the Confidential Information that have been made part of the public record in compliance with the Agreement in this Docket or in appeals of any order or ruling therein. Any notes taken regarding, and documents or information in any form incorporating, Confidential Information shall be destroyed. On or before sixty (60) days after final decision or judgment in this Docket (or appeal from any ruling or order therein) is rendered, each person who has executed this Agreement or Schedule I hereto shall advise the Submitting Party in writing that the requirements of this Section have been met.

8. No signatory hereto shall assign to any other person its rights or obligation hereunder, and any such assignment by any signatory of the rights and obligations hereunder shall be null and void.

9. An individual's access to Confidential Information ceases upon termination of employment or contractual or other relationship with a Party, and any individual who terminated employment or contractual or other relationship with a Party who has executed this Agreement or Schedule I shall continue to be bound by its terms.

10. This Agreement is made under and shall be governed by the laws of the State of New Hampshire.

11. This Agreement shall in no way be deemed to constitute any waiver of the rights of any Party to this Docket to at any time contest any assertion or to appeal any finding that specific information is or should be Confidential Information or that it should or should not be subject to the protective requirements of this Agreement. The Parties hereto retain the right to question, challenge and object to the admissibility of any and all Confidential Information furnished by a Party under this Agreement on any available grounds, including, but not limited to, competency, relevancy and materiality. Any Party may at any time seek by appropriate pleading to have Confidential Information submitted under this Agreement or under protective order issued by the PUC removed from the coverage of this Agreement or the order.

12. The foregoing provisions of this Agreement notwithstanding, this Agreement shall in no way be deemed to constitute a waiver by a Submitting Party of its right to protect the disclosure of Confidential Information to the full extent allowable by applicable law.

A. In the event that the PUC or a Hearing Officer in these proceedings should rule that any Confidential Information of a Submitting Party is not appropriate for inclusion in a sealed record or is otherwise not subject to protection under RSA 378:43, the Parties agree that a Receiving Party will not disclose such information to the public (including but not limited to a party to this proceeding that has not signed a protective agreement substantially similar to this Agreement) until the later of thirty days after the PUC so orders, or, if the Submitting Party files an interlocutory appeal or requests reconsideration or a stay of such order, the date upon which such appeal or request is decided; provided, however, that said periods may be extended in accordance with any stay ordered by the PUC or a reviewing court.

B. In the event that the PUC or a Hearing Officer in these proceedings should rule that any Confidential Information that a Submitting Party has withheld or excised under Section 2 of this Agreement should be disclosed to a Receiving Party (but not made available for disclosure to the general public), the Receiving Party agrees that (1) the Submitting Party will not disclose such information until the later of ten (10) days after such ruling is issued or, if the Submitting Party files an interlocutory appeal or requests reconsideration or a stay of such ruling, the date upon which such appeal or request is decided, provided, however, that said periods may be extended in accordance with any stay ordered by the PUC or a reviewing court; and (2) in any event the Receiving Party will treat any information received as a result of such ruling as Confidential Information under this Agreement. If the PUC or a Hearing Officer in these

proceedings should rule that the Confidential Information withheld or excised under Section 2 of this Agreement is not appropriate for inclusion in a sealed record or is otherwise not subject to protection under RSA 378:43, the provisions of Section 12.A shall apply.

13. Each Party warrants that it will act in good faith and will not do anything to deprive any other Party of the benefit of this Agreement.

14. This Agreement may be amended or modified only by a writing signed by the Parties hereto.

15. The Parties have entered into this Agreement in order to expedite the production of information, to minimize the time spent in discovery disputes, and to facilitate the progress of this investigation to the fullest extent possible. Entry into this Agreement shall not be construed as an admission by any Party regarding the scope of that Party's right to information under discovery or otherwise, nor shall it be construed as a waiver of the right to raise any and all appropriate confidentiality issues in future dockets.



16. Information that is designated by a Submitting Party as Confidential Information pursuant to this Agreement which a Party also lawfully obtains independently of and not in violation of this Agreement is not subject to this Agreement. The parties named below, by the signatures of their representatives, enter this Protective Agreement in Docket No. DT 07-011.

Verizon New England Inc., Bell Atlantic Communications, Inc., NYNEX Long Distance Company and Verizon Select Services Inc.

By: Victor Del Vecchio  
Victor D. Del Vecchio, Esquire *tw*  
Assistant General Counsel

FairPoint Communications, Inc.

By Its Attorneys  
Devine, Millimet & Branch  
Professional Association

By: Frederick J. Coolbroth  
Frederick J. Coolbroth, Esquire

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By: Mark C Del Bianco  
[name] MARK C DELBIANCO  
[title] OUTSIDE COUNSEL TO  
PAETEC / USLEC