

SPECIAL CONTRACT FOR SERVICE

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

WITH

TD Bank, N.A.

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d/b/a FairPoint Communications-NNE

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SPECIAL CONTRACT
SUPPORTING MATERIAL

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SECTION 1

CONTRACT OVERVIEW

OVERVIEW OF CONTRACT

TD Bank, N.A.

The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for Centrex Service between FairPoint Communications-NNE and TD Bank, N.A. 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 12-month term at a discounted line rate. TD Bank, N.A. 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
(ICB)**

Customer Name: TD Bank, N.A.	Main Billing Tel. No.: TBD
Address: 2 Portland Square, Portland, ME 04101	Account No.: TBD

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 TD Bank, N.A., 17000 Horizon Way, Mount Laurel, NJ 08054, Attn: Paul Scott, with a copy to TD Bank, N.A., 140 Mill Street, Lewiston, ME 04240 Attn: Technology Finance, 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: (1) as may be necessary to comply with applicable law, regulation, or filing requirements, or (2) to such party's affiliates or representatives in order to determine a party's rights under this Agreement.

(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.

Indemnification and Limitation of Liability. (i) Each party and its affiliates ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, each from and against any and all Third Party Claims (as

defined below) that arise out of (1) bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligence or intentionally wrongful acts or omissions of the Indemnifying Party in connection with this Agreement, (2) alleging that Customer's use of the Services in accordance with this Agreement's terms infringes or misappropriates a party's patent, copyright, trademark, trade secret, license or other proprietary right. Additionally FairPoint and its affiliates ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, each from and against any and all Third Party Claims (as defined below) that arise out of any liability arising from the disclosure of Privacy Protected Information to unauthorized parties resulting from FairPoint's intentional or willful misconduct in performance of the network security monitoring and investigation activities described in the Confidential Information Section below. Except for a party's indemnification obligations herein, in no instance shall (1) either such party's liability under this Agreement exceed the total dollar value of this Agreement, or (2) 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. For purposes of this Agreement, "Third Party Claims" means a claim where there is (a) a claim, demand, suit or action by any third party who is not a party to this Agreement, (b) a settlement with, judgment by, or liability to, any third party who is not a party to this Agreement, or (c) a fine or penalty imposed by any third party who is not a party to this Agreement.

(ii) Customer (the Indemnifying Party) shall indemnify, defend and hold harmless FairPoint, its affiliates, directors, officers, employees and agents (the "Indemnitees") from any Third Party Claim arising out of the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander, and invasion of privacy.

(iii) The defense and indemnification obligations set forth in this Indemnification Section are contingent upon (1) the Indemnitee providing the Indemnifying Party prompt, written, and reasonable notice of any Third Party Claim subject to indemnification, (2) the Indemnitee granting the Indemnifying Party the right to control the defense of the same, and (3) the Indemnitee's full cooperation, at the Indemnifying Party's expense, with the Indemnifying Party in defense of the Third Party Claim, including providing information and assistance in defending such claim. Nothing herein, however, restricts the Indemnitee from participating, on a non-interfering basis, in the defense of the Third Party Claim at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the Indemnifying Party on behalf of the Indemnitee that includes obligations to be performed by the Indemnitee (other than payment of Money that will be fully paid by the Indemnifying Party under this Section) without Indemnitee's prior written approval.

(iv) Each party's obligations under this Indemnification Section will survive expiration, cancellation or termination of this Agreement.

Confidential Information. Except as required by law or regulation, each party promises that during the Service Period stated in each Exhibit, as applicable, and for three years after (except for any Privacy Protected Information that resides on FairPoint's internal business system for which the obligations herein shall continue in perpetuity), it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). "Confidential Information" means information (in whatever form) the disclosing party holds confidential and/or proprietary and should reasonably have been understood by the receiving party as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required by, or necessary to determine compliance with, any applicable law, rule, regulation, or lawful process, or to the receiving party's affiliates or representatives as may be necessary to determine a party's rights under this Agreement.

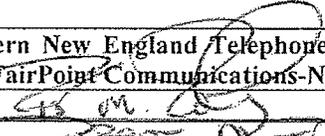
FairPoint acknowledges that personally identifiable financial information regarding Customer's customers, or regarding third party consumers having contact with Customer, the confidentiality of which Customer must maintain pursuant to Public Law 106-102, the Gramm-Leach-Bliley Financial Services Modernization Act of 1999 and federal Regulation P, constitutes "Privacy Protected Information." FairPoint acknowledges that Customer must maintain the Privacy Protected Information in accordance with such laws and regulations described above, and agrees to perform network security monitoring and investigation activities to (a) prevent, respond to, or otherwise address threats to FairPoint's network, including, without limitation, unauthorized access to, or use of, FairPoint's network and network devices, and (b) protect the confidentiality and integrity of Confidential Information that resides on FairPoint's internal business system. The Parties acknowledge and agree that FairPoint, in the normal course of its business of providing Services to Customer hereunder, does not require or request access to Privacy Protected Information as part of Customer's obligation under federal law to protect against unauthorized access to Privacy Protected Information.

FairPoint shall promptly report to Customer, by telephone or e-mail confirmed by written notice, any use or disclosure of Customer's Confidential Information contrary to this Agreement or any breach in security resulting in an unauthorized intrusion into information systems or places containing Customer's Confidential Information. FairPoint also agrees to fully cooperate with Customer in any follow-up investigation and mitigation efforts which Customer must perform by law.

In addition to any other rights or remedies the parties have under this Agreement or in law, since unauthorized use or disclosure of Confidential Information may result in immediate and irreparable injury to the disclosing party for which monetary damages may not be adequate, in the event that the receiving party or any officer director, employee, agent or subcontractor of the receiving party uses or discloses, or, in the disclosing party's sole discretion is likely to use or disclose any Confidential Information in breach of the disclosing party's obligations under this Agreement, the disclosing party shall be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance.

Tariffs. 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. 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: TD Bank, N.A.	Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE
By: 	By: 
Name: PAUL SCOTT	Name: ROBERT M. J. [unclear]
Title: Manager US Network Services	Title: Director - SALES
Date: 2-26-09	Date: 3-9-09