

ORIGINAL

N.H.P.U.C. Case No. DT 10-025

Exhibit No. #25

Witness Panel'

DO NOT REMOVE FROM FILE

State of New Hampshire  
Public Utilities Commission

Docket No. DT 10-025

FairPoint Communications, Inc., et al.

**Respondent:** Lisa R. Hood

**Title:** Interim Chief Financial Officer

**ORAL DATA  
REQUEST: ODR-2**

May FairPoint reject CLEC interconnection agreements up to and including the effective date of FairPoint's emergence from bankruptcy? If so, please provide a citation to the Plan of Reorganization or related Plan documents.

**DATED:**

May 14, 2010

**REPLY:**

Yes, as stated during the technical session, Section 11.1.1 of FairPoint's Plan of Reorganization provides that all contracts that exist between FairPoint and another party will be deemed assumed by FairPoint on the effective date of FairPoint's Plan of Reorganization except (a) contracts that were previously assumed or rejected by order of the Bankruptcy Court, (b) contracts that are subject to a separate motion to assume or reject that is filed and served prior to the effective date of the Plan, or (c) contracts that are specifically designated for rejection on Schedule 11.1(A). Schedule 11.1(A) was filed with the Bankruptcy Court on April 23, 2010.

As explained during the technical session, it is not FairPoint's intent to reject any of the CLECs' interconnection agreements or other agreements related to the provisioning of services. FairPoint's preference is to negotiate a settlement with any CLEC which filed a proof of claim in the bankruptcy court. However, as Mr. Skrivan can explain in more detail, in the event that FairPoint rejects an interconnection agreement with a CLEC prior to the effective date of the Plan, then FairPoint plans to continue to offer the CLEC the same services at the same rates, terms and conditions as contained in the rejected contract pending the parties' entering into to a new interconnection agreement.