

Contract Summary

Contract: Second Lease Amendment (the "Amendment") with The Lucille E. Davison Exempt Trust f/b/o Diana Davison, The Lucille E. Davison Exempt Trust f/b/o/ Pamela Davison, The Lucille E. Davison Discretionary Trust f/b/o/ Diana Davison and The Lucille E. Davison Discretionary Trust f/b/o/ Pamela Davison (the "Landlord")

Premises: 13 Davis Farm Road, Portland, Maine

Original Lease: May 1, 2009

FairPoint Entity: Northern New England Telephone Operations LLC ("FairPoint")

Business Owner: Rick Caron

Executive Lead: Ken Amburn

Business Purpose: With the sale of the surplus land located on Davis Farm Road, a road owners association (the "Association") was formed to hold title to Davis Farm Road, a private road. Under the Lease, FairPoint leases from the Landlord the 7.56 acre parcel of land and garage known as 13 Davis Farm Road (the "Leased Premises"). The Leased Premises are served by an existing roadway known as Davis Farm Road (the "Road"). The Road may become subject to a Declaration of Covenants and Easements (the "Covenants").

Pursuant to the Covenants, Landlord has the right to participate in a property owners association (the "Association") governing the ownership and maintenance of the Road. The Amendment provides that the Landlord shall cast any vote regarding matters brought before the Association after consultation with Tenant. If the Landlord and Tenant are not in agreement as how to vote, the decision of the Tenant shall prevail. FairPoint shall reimburse the Landlord for its allocable share of Road Costs as long as FairPoint is a tenant under the Lease.

Cost: The Amendment is cost neutral as costs will be transferred from a direct payment for road costs to reimbursable costs. For the last three years, FairPoint has spent annually \$10,500 for maintenance costs and snow removal.

Other: Both parties respective legal counsel has reviewed and commented on the Amendment.

Approved - Contract Administration

Signature: John Harris

Date: 12.30.2013

Charlotte 44226v1

Amendment

Contract Administrator: John Harris

SECOND LEASE AMENDMENT

THIS SECOND LEASE AMENDMENT (the "Second Amendment") is made this 10 day of December, 2013, by and between The Lucille E. Davison Exempt Trust f/b/o Diana Davison, The Lucille E. Davison Exempt Trust f/b/o Pamela Davison, The Lucille E. Davison Discretionary Trust f/b/o Diana Davison and The Lucille E. Davison Discretionary Trust f/b/o Pamela Davison (collectively, the "Landlord") and Northern New England Telephone Operations LLC (the "Tenant") with respect to premises (the "Leased Premises") located at Thirteen Davis Farm Road, Portland, Maine.

W I T N E S S E T H:

WHEREAS, Landlord and Tenant, through their respective predecessors in interest, have entered into a Lease Agreement dated May 1, 2009, as amended by the Amendment to Lease and Agreement Related to Assumption and Cure dated May 20, 2010 (the lease as amended by the First Amendment, the "Lease"), and

WHEREAS, the Landlord leases to the Tenant that certain Leased Premises (the "Leased Premises") consisting of an approximately 7.56 acre parcel of land located at 13 Davis Farm Road, Portland, Maine which contains a building (the "Building") with Sixty Thousand, Five Hundred Eighty-Seven (60,587) Square Feet of floor space; and

WHEREAS, the parties are desirous of further amending the Lease.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree that, effective as of the date hereof, the Lease shall be amended as set forth below:

Section 1. The Leased Premises are served by an existing roadway known as Davis Farm Road as described in Exhibit A to this Second Amendment (the "Road"). The Road may become subject to a Declaration of Covenants and Easements (the "Covenants") to be recorded in the Cumberland County Registry of Deeds. Tenant shall have the benefits, and be subject to the obligations, of the Covenants, all as hereinafter set forth.

Section 2. Pursuant to the terms of the Covenants, Landlord has the right to participate in a property owners association (the "Association") governing the ownership and maintenance of the Road. Landlord's rights as aforesaid include the right to cast a vote in the governance of the affairs of the Association, according to Landlord's proportionate interest (based on the square footage area of Landlord's lot relative to the total square footage area of all the lots owned by members of the Association). Notwithstanding the foregoing, with respect to any matter involving the expenditure of funds by the Association or any amendment to the Covenants, Landlord hereby agrees hereby that, for so long as Tenant is the tenant of the Leased Premises, Landlord shall cast any such vote only after consultation with Tenant. If, after such consultation, Landlord and Tenant are not in agreement as to how such vote shall be cast by Landlord, the decision of Tenant shall prevail, and Landlord shall cast its vote in accordance with Tenant's instructions.

Section 3. Obligations with respect to Landlord's allocable share of the cost of property taxes, repairs and maintenance of the Road, including any management, administrative, legal or incidental costs related thereto (collectively, the "Road Costs") shall be borne by Tenant for so long as Tenant is the tenant of the Leased Premises. All such Road Costs shall be allocated among Tenant (on behalf of Landlord) and the members of the Association in accordance with the Covenants, once executed and recorded, or in accordance with applicable Maine law. Tenant's allocable share of the Road Costs shall include all Road Costs allocated to the Leased Premises. Any subsequent adjustment (up or down) in the amount of square footage that Tenant leases from Landlord under the Lease would result in a corresponding equitable adjustment of Tenant's share of the Road Costs. Notwithstanding anything to the contrary in this Section 3, Tenant's obligations with respect to the Road Costs shall continue to be subject to the terms and limitations set forth in Article 4, Section B "Maintenance" of the Lease Agreement dated May 1, 2009.

Section 4. This Amendment shall not affect the amount of Base Rent payable by Tenant to Landlord pursuant to the terms of the Lease.

Section 5. Except as amended hereby, the Lease shall remain in full force and effect as it existed prior to this Amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and date first set forth above.

LANDLORD:

The Lucille E. Davison Trust f/b/o Diana Davison

Theresa C. Veille
Witness

Eugene M. Van Loan III, Jr.
Eugene M. Van Loan III,
As Co-Trustee of the Lucille E. Davison
Exempt Trust f/b/o Diana Davison

Sylvia Smith
Witness

Richard Thorner, Trustee
Richard Thorner,
As Co-Trustee of the Lucille E. Davison
Exempt Trust f/b/o/ Diana Davison

The Lucille E. Davison Trust f/b/o Pamela Davison

Theresa C. Veille
Witness

Eugene M. Van Loan III, Jr.
Eugene M. Van Loan, III,

As Co-Trustee of the Lucille E. Davison
Exempt Trust f/b/o Pamela Davison

Sylvia Smith
Witness

Richard Thorner, Trustee
Richard Thorner,
As Co-Trustee of the Lucille E. Davison
Exempt Trust f/b/o Pamela Davison

**The Lucille E. Davison Discretionary Trust
f/b/o Diana Davison**

Theresa C. Veille
Witness

Eugene M. Van Loan III, Jr.
Eugene M. Van Loan, III,
As Co-Trustee of the Lucille E. Davison

Discretionary Trust f/b/o Diana Davison

Richard Thorner, Trustee

Sylvia Smith
Witness

Richard Thorner,
As Co-Trustee of the Lucille E. Davison
Discretionary Trust f/b/o Diana Davison

**The Lucille E. Davison Discretionary Trust
f/b/o Pamela Davison**

Eugene M. Van Loan, III

Eugene M. Van Loan, III,
As Co-Trustee of the Lucille E. Davison
Discretionary Trust f/b/o Pamela Davison

Therese A. Valle
Witness

Richard Thorner, Trustee

Sylvia Smith
Witness

Richard Thorner,
As Co-Trustee of the Lucille E. Davison
Discretionary Trust f/b/o Pamela Davison

TENANT:

Northern New England Telephone Operations
LLC

John J. Francis
Witness

By: *Ken Amburn*
Name: Ken Amburn
Title: VP Operations

Exhibit A

Description of Road

A certain lot or parcel of land irregular in shape, being known as Davis Farm Road, situated in part in the City of Portland and in part in the Town of Falmouth, County of Cumberland and State of Maine, bounded and described as follows: Beginning in the northerly sideline of Riverside Street at an iron one hundred (100) feet westerly from the west line of land now or formerly of Portland Terminal Co., measured along said northerly line of Riverside Street; thence along Riverside Street N 69° 04' 06" W a distance of seventy-five and sixty-four hundredths (75.64) feet to an iron and land now or formerly of Annie R. Cooper, thence by land of said Cooper N 48° 48' 16" W a distance of forty-eight and three hundredths (48.03) feet to an iron; thence N 18° 55' 34" E a distance of eight hundred and ninety-nine hundredths (800.99) feet to a point and beginning of a curve to the right with a radius of nine hundred eighty-four and ninety-three hundredths (984.93) feet; thence along said curve an arc distance of one hundred seventy-six and seventy-nine hundredths (176.79) feet to a point; thence 29° 12' 38" E a distance of seven hundred sixteen and seventy-eight (716.78) feet to a point; thence S 47° 06' 30" E a distance of eight and forty-six hundredths (8.46) feet to a point; thence N 18° 55' 34" E a distance of eight hundred forty and twenty-one hundredths (840.21) feet to Blackstrap Road; thence along Blackstrap Road S 48° 35' 03" E a distance of fifty and eighty-five hundredths (50.85) feet to an angle in said Road; thence along said Road S 25° 23' 03" E a distance of eighteen and sixty-four hundredths (18.64) feet to an iron and land now or formerly of the Portland Terminal Company; thence by land of said Portland Terminal Co. S 18° 55' 34" W a distance of seven hundred sixty-six and seventy hundredths (766.70) feet to a point; thence S 29° 12' 38" W a distance of seven hundred sixty-five and fifty-five hundredths (765.55) feet to a point and beginning of a curve to the left with a radius of nine hundred twenty-four and ninety-three hundredths (924.93) feet; thence along said curve an arc distance of one hundred sixty-six and two hundredths (166.02) feet to a point; thence S 18° 55' 34" W a distance of seven hundred fifty-five and thirty-two hundredths (755.32) feet to an iron; thence along land now or formerly of Carole Development Corporation S 23° 08' 37" E a distance of eighty-nine and sixty-two hundredths (89.62) feet to the point of beginning.

Said premises containing three and five hundred twenty-five thousandths (3.525) acres being as shows on a plan entitled "Plan of Property in Portland and Falmouth, Maine, made for New England Telephone and Telegraph Company — H.I. & E.C. Jordan — surveyors, scale 1" = 100' dated January, 1973." Courses are true obtained from Maine Turnpike Authority Plans.