



February 8, 2022

RE: Request for Adoption Under Section 252(i) of the Communications Act

Dear : Michael (Mac) Mcnamara

Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications-NNE ("Consolidated"), a Delaware limited liability company with a principal place of business at 770 Elm Street, Manchester, New Hampshire 03101, has received correspondence stating that DISH Wireless L.L.C. ("Dish"), a Limited liability corporation with a principal place of business at 9601 S. Meridian Blvd, Englewood CO, 80112 wishes, pursuant to 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement including any amendments thereto between AT&T Wireless Services, Inc. ("AT&T Wireless") and Consolidated's predecessors dated August 17, 2000 that was approved by the New Hampshire Public Utilities Commission (the "Commission") as an effective agreement within the State of New Hampshire, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms").

1. By DISH's countersignature on this letter, DISH hereby represents and agrees to the following seven points:
 - a) DISH adopts and agrees to be bound by the Terms and, in accordance with the Terms agrees that DISH shall be substituted in place of AT&T Wireless in the Terms wherever appropriate.
 - b) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing any obligation on Consolidated that no longer applies to Consolidated pursuant to (i) any Order by the Commission; (ii) any Order by the FCC; or (iii) that is not otherwise required by 47 U.S.C. § 251(c)(3) or by 47 C.F.R. Part 51.
 - c) Notice to DISH and Consolidated as may be required or permitted under the Terms shall be provided as follows:

ATT Wireless Adoption

To DISH:

DISH Wireless L.L.C.
Attn: Director of Engineering-Wireless

If by nationally recognized courier service:
5701 S. Santa Fe Drive
Littleton, Colorado 80120

If by first-class certified mail:
P.O. Box 6655
Englewood, Colorado 80155

With a copy to:
Office of the General Counsel
9601 S. Meridian Blvd
Englewood, CO 80112

If by nationally-recognized courier service:
Same address as noted above for DISH courier delivery

If by first-class certified mail:
Same address as noted above for DISH first-class certified mail delivery

To Consolidated: Kevin Kastor
Senior Director Government Affairs
Consolidated Communications
350 S. Loop 336 W.
Conroe, TX 77304

With copy to: Contract Management
Consolidated Communications
2116 S. 17th Street
Mattoon, IL 61938

- d) DISH represents and warrants that it is a certified provider of Commercial Mobile Radio Service (CMRS) in the State of New Hampshire, and that its adoption of the Terms will cover services in the State of New Hampshire only.
- e) In the event an interconnection agreement between Consolidated and DISH already exists in the State of New Hampshire ("Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in its entirety the terms of the original ICA. This adoption is not intended to be, nor shall it be construed to create a novation or an accord and satisfaction of with respect to the Original

ATT Wireless Adoption

ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

- f) Consolidated's standard pricing schedule for interconnection agreements in the State of New Hampshire (as such schedule may be amended from time to time) which is attached as Exhibit A hereto, shall apply to DISH's adoption of the Terms. DISH should note that the aforementioned pricing schedule may contain rates for certain services, the terms of which are not included in the Terms or that are otherwise not part of the adoption, and may include phrases or wording not identical to those utilized in the Terms. The inclusion of such rates in no way obligates Consolidated to provide the subject services and in no way waives Consolidated's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
 - g) DISH's adoption of the Terms shall become effective on the date the Commission approves this agreement. Consolidated shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by DISH. The term and termination provisions of the Terms shall govern Dish's adoption of the Terms.
2. As the Terms are being adopted by Dish pursuant to § 252(i) of the Act, Consolidated does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Consolidated of the Terms does not in any way constitute a waiver by Consolidated of any position as to the Terms or a portion thereof, nor does it constitute a waiver of by Consolidated of any rights or remedies it may have to seek review of the Terms, or to seek to review any provisions included in the Terms as a result of DISH's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by Consolidated that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Consolidated expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
4. Consolidated reserves the right to deny DISH's application of the Terms, in whole or in part, at any time:
- a) when the costs of providing the Terms to DISH are greater than the costs of providing them to AT&T Wireless;
 - b) if the provisions of the Terms to DISH is not technically feasible; and/or
 - c) to the extent that Consolidated otherwise is not required to make the Terms available to DISH under the law.

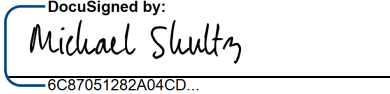
ATT Wireless Adoption

5. For avoidance of any doubt, please note that adoption of the terms will not result in reciprocal compensation payments for internet traffic. Any compensation to be paid for internet traffic will be handled pursuant to the FCC in the Order on Remand and Report and Order adopted April 18, 2001 ("FCC Internet Order"), which held that Internet Traffic constitutes information access outside the scope of the reciprocal compensation obligations set forth in § 251(b)(5) of the Act.¹
6. Should DISH try to apply the Terms in a manner that conflicts with Paragraphs 2 through 5 above, Consolidated reserves the right to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against DISH under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding an "insolvency proceeding"), then: (A) all rights of Consolidated under such laws including without limitation, all rights of Consolidated under 11 U.S.C. §366, shall be preserved, and DISH's adoption of the Terms shall in no way impair such rights of Consolidated; and (B) all rights of DISH resulting from DISH's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Consolidated pursuant to 11 U.S.C. § 366.

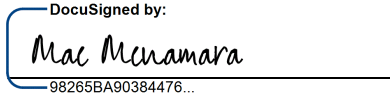
¹ Order on Remand and Report and Order, In Matter of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order"), WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. May, 3 2002).

ATT Wireless Adoption

Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications-NNE

By: 
6C87051282A04CD...
Printed Name Michael Shultz
Title Sr. VP Regulatory & Public Policy
Date 3/3/2022

By signing below, DISH agrees to the adoption of the Agreement as well as all terms and conditions specified in Paragraph 1 of this letter:

By: 
98265BA90384476...
Printed Name Michael (Mac) Mcnamara
Title VP, Head of Network Engineering
Date 3/3/2022