

WHOLESALE PERFORMANCE PLAN STIPULATION AND SETTLEMENT AGREEMENT

This Wholesale Performance Plan Stipulation and Settlement Agreement ("WPP Agreement") is effective as of October 4, 2013 ("Effective Date") by and among Northern New England Telephone Operations LLC and Telephone Operating Company of Vermont LLC d/b/a FairPoint Communications-NNE ("FairPoint") and the following Competitive Local Exchange Carriers (each a "CLEC" and, collectively, the "CLECs"): CTC Communications Corp., Choice One Communications, Lightship Telecom, LLC and Conversent Communications, all d/b/a EarthLink Business; Freedom Ring Communications LLC d/b/a BayRing Communications; Comcast Phone of Maine, LLC, Comcast Phone of New Hampshire, LLC and Comcast Phone of Vermont, LLC; Biddeford Internet Corporation, d/b/a/ Great Works Internet; CRC Communications LLC and Mid-Maine TelPlus LLC d/b/a/ OTT Communications, and National Mobile Communications Corporation d/b/a Sovernet Communications (each being a "CLEC" and a "Party", and collectively FairPoint and the CLECs are the "Parties.")

WHEREAS, as part of its settlement of various issues related to the purchase of certain telecommunications based assets in Northern New England, FairPoint agreed to adopt the terms of the existing Performance Assurance Plan ("PAP") and its underlying Carrier to Carrier ("C2C") wholesale service quality assurance plans;¹

WHEREAS, FairPoint further agreed that it would work cooperatively with the staffs of the Maine, New Hampshire and Vermont state utility regulatory bodies ("Commissions") and interested CLECs to develop and implement a simplified, uniform PAP applicable in Maine, New Hampshire and Vermont;

WHEREAS, FairPoint and interested CLECs participated in a series of workshops and settlement discussions that culminated in a partial settlement between FairPoint and the CLECs ("2012 Agreement") that subsequently was approved by each Commission;² and

WHEREAS, FairPoint and the CLECs have continued to negotiate to resolve the outstanding issues and have reached further agreement on additional issues;

NOW THEREFORE, the Parties stipulate and agree as follows:

¹ Maine Docket 2007-67, Order (February 8, 2008), New Hampshire Docket DT 07-011, Order No. 24,823 (Feb. 25, 2008), Vermont Docket 7270, Order of December 21, 2007 and Order of February 15, 2008.

² Maine Docket 2009-334, Order (June 13, 2013), New Hampshire Docket DT 11-061, Order (December 17, 2012), Vermont Docket 7506, Order (June 12, 2013).

1. WPP Plan

- a. FairPoint shall implement the Wholesale Performance Plan (“WPP”), as contained in Attachment A hereto, in Maine, New Hampshire and Vermont, which will replace in its entirety the existing Carrier to Carrier (“C2C”) and Performance Assurance Plan (“PAP”) plans.

2. Terms Not Agreed Upon

- a. The Parties acknowledge that no final agreement has been reached on the following issues:
 - i. Terms and penalties for late or inaccurate monthly reports (WPP, Section 1, D.);
 - ii. Change of law provisions (WPP, Section 1, K.); and
 - iii. Commercial contract provisions that waive WPP bill credits.
- b. The Parties agree to jointly propose to brief these issues before the respective Commissions in accordance with the following schedule:

Initial Briefs due: November 8, 2013

Reply Briefs due: November 26, 2013

3. FairPoint Commitments

- a. FairPoint agrees that the current PAP and C2C Guidelines shall remain in effect in a state until FairPoint implements the WPP after Commission determination of the unresolved issues referenced in section 2.a, above.
- b. Upon approval of the WPP Agreement, FairPoint will withdraw, with prejudice, its Petitions in Maine Docket 2009-291, New Hampshire Docket DT 09-113 as amended (now consolidated with Docket 11-061), and Vermont Docket 7539 to adjust retroactively the dollars at risk under the current PAP.

4. CLEC Commitments

- a. CLECs agree not to propose in Maine Docket 2009-334, in New Hampshire Docket DT 11-061, and in Vermont Docket 7506 any specific metrics or terms not found in the WPP as provided in Attachment A, with the exception of the unresolved issues listed in Section 2, above.
- b. Upon approval of the WPP Agreement, CLECs will withdraw all opposition to FairPoint’s Petitions for Waivers (permanent and temporary waivers of reporting certain metrics) filed in Maine Docket 2009-166, New Hampshire Docket DT 09-059, and Vermont Docket 7506.

5. Mutual Obligation to Support the Settlement Agreement and to Urge the Regulatory Body to Approve It

- a. The Parties agree that these terms are part of a settlement and agree to cooperate in advocating that these terms be adopted in their entirety and without modification by each of the Commissions. The Parties further agree to cooperate and advocate that the WPP be implemented in all three NNE states simultaneously with a target date of second quarter 2014.
- b. Each of the Parties agrees to support the settlement terms set forth herein, and to request that each Commission incorporate this WPP Agreement into any final order approving the WPP. Without limiting the foregoing, each Party agrees to join in the filing of a joint request for approval of this WPP Agreement in Maine Docket 2009-334, in New Hampshire Docket DT 11-061, and in Vermont Docket 7506 (to the extent each is a party to the respective state proceeding), indicating the Party's support for approval of a WPP subject to this WPP Agreement. In response to any inquiry into such Party's position in one or more of the Dockets, each Party will express its support for approval of the WPP subject to this WPP Agreement.
- c. From and after the date hereof, Parties shall refrain from filing testimony, filing discovery requests, cross-examining witnesses, filing briefs and memoranda, or presenting witnesses in person at any hearings in Maine Docket No. 2009-334, New Hampshire Docket DT 11-061, and in Vermont Docket No. 7506, that conflict with or otherwise undermine the terms of this WPP Agreement.
- d. Notwithstanding anything in this Section 5 to the contrary, in the event that any Commission fails to approve this agreement, then for purposes of the proceeding in that respective state (*i.e.*, Maine Docket 2009-334, New Hampshire Docket DT 11-061, or in Vermont Docket 7506), the Parties are free to pursue their respective litigation positions. Furthermore, Parties are not prohibited from filing briefs and memoranda in support of their respective positions on the unresolved issues listed in Section 2, above, or raised by the Commission.
- e. In the event that this WPP Agreement is not approved and adopted in all material respects by a Commission, or a Commission approves and adopts this WPP Agreement with modifications that are materially adverse to a Party, such Party may reject this WPP Agreement in its entirety. If so rejected by a Party, this WPP Agreement shall be null and void in that state, and shall not be used as evidence in any proceeding. None of the Parties is required to seek or support reconsideration or review of any such decision by the Commission. Furthermore, if this WPP Agreement is so rejected, each Party shall have the same rights in that state as each would have had absent this WPP Agreement.

6. Jurisdiction

- a. This WPP Agreement shall be enforceable by each of the New Hampshire Public Utilities Commission, the Maine Public Utilities Commission and the Vermont Public Service Board.

7. No Admission

- a. Nothing herein constitutes an admission by any Party of any factual or legal issue or matter, and the settlement discussions that led to this WPP Agreement shall not be used as evidence in any proceeding unrelated to the enforcement of this WPP Agreement.

8. Headings, Definitions

- a. Capitalized terms used herein without definition shall have the meaning ascribed to them in this WPP Agreement. Terms not defined herein shall have the meaning ascribed to them in the WPP. Section headings used herein are for convenience only and shall have no legal effect.

9. Other Agreements

- a. This WPP Settlement Agreement and its Attachment A represent the complete understanding and agreement of the parties regarding the replacement of the existing Carrier to Carrier ("C2C") and Performance Assurance Plan ("PAP") plans, and supersede and replace all other agreements related to the replacement of the C2C and PAP in Maine Docket 2009-334, New Hampshire Docket DT 11-061, and Vermont Docket 7506, including but not limited to Sections 1 through 4, Section 5.b.i. and Sections 6 through 9 of Exhibit 1 to the 2012 Agreement.
- b. Notwithstanding the preceding subsection (a) or any other provision of this WPP Agreement, this WPP Agreement does not supersede, revoke or eliminate Section 5.a. of Exhibit 1 to the 2012 Agreement, related to FairPoint Commitments to Systems and Process Enhancements, nor the first sentence of Section 5.b.ii of Exhibit 1 to the 2012 Agreement, related to CLEC Commitments not to litigate such issues, which sections remain in full force and effect and subject to the jurisdiction of the respective Commissions as provided in Section 7 of Exhibit 1 to the 2012 Agreement.

Executed this 11 day of October, 2013 by personnel or counsel thereunto duly authorized.

NORTHERN NEW ENGLAND TELEPHONE
OPERATIONS LLC and TELEPHONE OPERATING
COMPANY OF VERMONT LLC

By: Michael C. Reed

Executed this 9th day of October, 2013 by personnel or counsel thereunto duly authorized.

COMCAST PHONE OF MAINE, LLC
COMCAST PHONE OF NEW HAMPSHIRE, LLC
COMCAST PHONE OF VERMONT, LLC

By: Michael J. Clancy
Michael J. Clancy
Vice President Operations Management

Executed this 10 day of October, 2013 by personnel or counsel thereunto duly authorized.

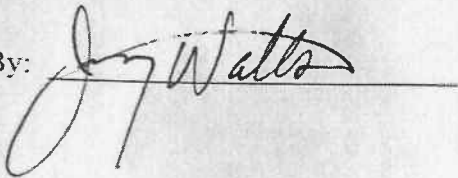
FREEDOM RING COMMUNICATIONS LLC d/b/a
BAYRING COMMUNICATIONS

By: 

Executed this 9th day of October, 2013 by personnel or counsel thereunto duly authorized.

CTC COMMUNICATIONS CORP.,
CHOICE ONE COMMUNICATIONS,
LIGHTSHIP TELECOM, LLC and
CONVERSENT COMMUNICATIONS,
all d/b/a EARTHLINK BUSINESS.

By:

A handwritten signature in dark ink, appearing to read "J. Watts", is written over a horizontal line.

Executed this 10th day of October, 2013 by personnel or counsel thereunto duly authorized.

BIDDEFORD INTERNET CORPORATION, d/b/a
GREAT WORKS INTERNET

By: Frederick Samp

Executed this 10th day of October, 2013 by personnel or counsel thereunto duly authorized.

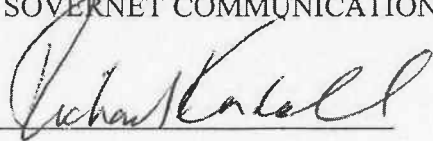
CRC COMMUNICATIONS LLC and MID-MAINE
TELPLUS LLC d/b/a OTT COMMUNICATIONS

By: Jim M. Bragdon

Executed this 9th day of October, 2013 by personnel or counsel thereunto duly authorized.

NATIONAL MOBILE COMMUNICATIONS CORP.,
d/b/a SOVERNET COMMUNICATIONS

By:

A handwritten signature in dark ink, appearing to read "Richard Kendall", written over a horizontal line.

RICHARD KENDALL, CEO