

March 27, 2013

Robert Parsloe, President
Northeast Wireless Networks, LLC
202 US Route 1, Suite 206
Falmouth, ME 04105

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

Dear Mr. Parsloe:

Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE ("FairPoint"), a Delaware corporation with a principal place of business at 521 East Morehead Street, Suite 250, Charlotte, NC 28202, has received correspondence stating that Northeast Wireless Networks, LLC ("NEWN"), a Delaware corporation with a principal place of business at 202 US Routs 1, Suite 206, Falmouth, ME 04105 wishes, pursuant to 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between AT&T Wireless Services, Inc. ("AWS") and Verizon New England Inc. d/b/a Verizon Maine 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"). The current pricing attachment for the State of New Hampshire is attached hereto as Exhibit A and the Terms are attached hereto as Exhibit B. Please note the following with respect to NEWN's adoption of the Terms.

1. By NEWN's countersignature on this letter, NEWN hereby represents and agrees to the following eight points:
 - a) NEWN adopts and agrees to be bound by the Terms and, in accordance with the Terms agrees that NEWN shall be substituted in place of AT&T Wireless Services, Inc. and AWS 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 FairPoint that no longer applies to FairPoint 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 NEWN and FairPoint as may be required or permitted under the Terms shall be provided as follows:

To NEWN: Attention: Robert Parsloe
202 US Route 1, Suite 206
Falmouth, ME 04105

With copy to: William St. Lawrence
General Counsel
Northeast Wireless Networks, LLC
202 US Route 1, Suite 206
Falmouth, ME 04105

To FairPoint: Director- Interconnection Regulatory Department
FairPoint Communications
1 Davis Farm Road
Portland, ME 04103

With copy to: Shirley J. Linn
General Counsel and Executive Vice President
FairPoint Communications, Inc.
521 East Morehead Street, Suite 500
Charlotte, NC 28202

- d) NEWN represents and warrants that it is a certified provider of local telecommunications service 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 FairPoint and NEWN 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 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) FairPoint'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 NEWN's adoption of the Terms. NEWN 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 FairPoint to provide the subject services and in no way waives FairPoint'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) NEWN's adoption of the Terms shall become effective on the date the Commission approves this agreement. FairPoint shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by NEWN. The term and termination provisions of the Terms shall govern NEWN's adoption of the Terms.
2. As the Terms are being adopted by NEWN pursuant to § 252(i) of the Act, FairPoint does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by FairPoint of the Terms does not in any way constitute a waiver by FairPoint of any position as to the Terms or a portion thereof, nor does it constitute a waiver of by FairPoint 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 NEWN's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by FairPoint 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 FairPoint expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
4. FairPoint reserves the right to deny NEWN's application of the Terms, in whole or in part, at any time:
 - a) when the costs of providing the Terms to NEWN are greater than the costs of providing them to Bandwidth;
 - b) if the provisions of the Terms to NEWN is not technically feasible; and/or
 - c) to the extent that FairPoint otherwise is not required to make the Terms available to NEWN under the law.
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

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).

6. Should NEWN try to apply the Terms in a manner that conflicts with Paragraphs 2 through 5 above, FairPoint 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 NEWN 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 FairPoint under such laws including without limitation, all rights of FairPoint under 11 U.S.C. §366, shall be preserved, and NEWN's adoption of the Terms shall in no way impair such rights of FairPoint; and (B) all rights of NEWN resulting from NEWN'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 Verizon pursuant to 11 U.S.C. § 366.

8. For the avoidance of any doubt, the adoption of the Terms includes any changes relative to VoIP to PSTN and PSTN to VoIP traffic under the Federal Communications Commission's ("FCC") Report and Order and Further Order of Proposed Rulemaking, FCC Release No. 11-161 (FCC Order) on November 18, 2011 and all subsequent orders.

NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
d/b/a FAIRPOINT COMMUNICATIONS-NNE

By: Michael T Skriván
Printed Name: Michael T. Skriván
Title: Vice President Regulatory
Date: April 1, 2013

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

NORTHEAST WIRELESS NETWORKS, LLC

By: [Signature]
Printed Name: Robert J. Parsloe
Title: Chief Executive Officer
Date: March 25, 2013