

Amendment No.3

To the

Interconnection Agreement

Between

Northern New England Telephone Operations LLC

d/b/a FairPoint Communications - NNE

And

Verizon Wireless

This Amendment No. 3 (the "Amendment") to the Interconnection Agreement between New England Telephone and Telegraph Company, d.b.a. Bell Atlantic - New Hampshire, Cellco Partnership, d.b.a. Bell Atlantic Mobile and New Hampshire RSA 2 Partnership effective as of January 20, 2000 and assigned to Northern New England Telephone Operations LLC d/b/a FairPoint Communications - NNE in the state of New Hampshire effective March 31, 2008 (the "Agreement") is entered into by the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively doing business as Verizon Wireless (collectively "Verizon Wireless"), and Northern New England Telephone Operations LLC d/b/a FairPoint Communications - NNE ("FairPoint"). FairPoint and Verizon Wireless may be referred to individually as "Party" and jointly as the "Parties."

WHEREAS, the Parties, or their predecessors in interest, previously entered into the Agreement pursuant to 47 USC 251/252; and

WHEREAS, the Federal Communications Commission, in an Order Released November 18, 2011<sup>1</sup>, as modified by the Order On Reconsideration released December 23, 2011, in the same docket (the "FCC Order"), has provided that bill-and-keep shall be the default compensation arrangement between the parties for all traffic that originates and terminates within the same Major Trading Area ("intra-MTA traffic"),<sup>2</sup> and that it is to be considered a change in law effective July 1, 2012; and

WHEREAS, Verizon Wireless requests to apply bill-and-keep reciprocal compensation arrangements solely to all intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a change of law provision that authorizes the Parties to amend the Agreement to comport with the change in law; and

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<sup>1</sup> *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform - Mobility Fund* FCC Docket 11-161 Report and Order and Further Notice of Proposed Rulemaking (November 18, 2011).

<sup>2</sup> *Id.* at 994.

WHEREAS, the Parties desire to amend the Agreement consistent with the change in law set forth in the FCC Order to provide for a bill-and-keep arrangement for all reciprocal compensation intra-MTA traffic exchanged between the Parties and to clarify the provisioning and transport obligations of the Parties, for as long as these changes remain the law; and

WHEREAS, if the change in law set forth in the FCC Order is reversed or remanded as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the Parties intend to comply with all requirements of the applicable decision, order or determination.

#### AGREEMENT

1. This Amendment shall be effective July 1, 2012.
2. This Amendment shall remain effective as long as the Agreement remains effective between the Parties. Notwithstanding the foregoing, if as a result of any effective and unstayed decision, order or determination of any judicial or regulatory authority with competent jurisdiction over the subject matter hereof, the provisions in the FCC Order, regarding the default bill-and-keep arrangements for intra-MTA traffic within the scope of 47 C.F.R. § 51.701(b)(2) are revised, reconsidered, modified or changed after July 1, 2012, then the Parties agree to negotiate and amend the Agreement in writing, upon the written request of one Party, to comply with such decision, order or determination. Any such amendment shall be effective as of the effective date of the effective and unstayed decision, order or determination requiring amendment, unless such decision, order or determination requiring amendment provides otherwise.
3. From July 1, 2012 forward, the reciprocal compensation for all intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement.
4. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change as long as these changes remain the law. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.
5. The Parties acknowledge that Verizon Wireless has been billed by FairPoint \$0.002 per minute of use for dedicated trunk facilities provided by FairPoint between the Verizon Wireless network and the FairPoint switch for transport of IntraMTA Traffic delivered by Verizon Wireless to FairPoint. Such charge of \$0.002 per minute of use applied in lieu of tariffed monthly recurring charges for such dedicated trunk facilities (but not in lieu of non-recurring and service establishment charges for such dedicated trunk facilities, which non-recurring and service establishment charges shall continue to apply). Verizon Wireless agrees that FairPoint may continue billing such charge of \$0.002 per minute of use until June 30, 2013. Beginning July 1, 2013, Verizon Wireless shall have the option to continue incurring the charge of \$0.002 per minute of use or to elect to pay tariffed monthly recurring charges for the dedicated trunk facilities (and any related ports, terminations, multiplexers, and the like) used

to-deliver traffic from Verizon Wireless to FairPoint. If Verizon Wireless elects to pay tariffed monthly recurring charges for dedicated trunk facilities (and any related ports, terminations, multiplexers, and the like), Verizon Wireless shall provide FairPoint ninety (90) days advance written notice of such change. If Verizon Wireless so elects, the Parties shall mutually agree upon billing procedures that ensure Verizon Wireless is only responsible for the portion of such charges associated with mobile-to-land traffic exchanged between the Parties and FairPoint is responsible for the portion of such charges associated with land-to-mobile traffic exchanged between the Parties.

6. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
7. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
8. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Northern New England Telephone Operations LLC  
d/b/a FairPoint Communications - NNE

Cellco Partnership d/b/a Verizon Wireless

Portland Cellular Partnership d/b/a Verizon  
Wireless

By Cellco Partnership, Its General Partner

New Hampshire RSA 2 Partnership d/b/a Verizon  
Wireless


By: Cellco Partnership, Its Managing General  
Partner

Vermont RSA Limited Partnership d/b/a Verizon  
Wireless

By: NYNEX Mobile Limited Partnership 1, Its  
General Partner

By: Cellco Partnership, Its General Partner

By: Michael T. Skrivan

By: 

Printed Name: Michael T. Skrivan

Printed Name: David R. Heverling

Title: Vice President Regulatory

Title: Area Vice President, Network

Date: 10/28/2013

Date: 10 21 13