

November 14, 2016

Mr. Tracy D. Taylor  
Director of Carrier Relations  
Onvoy Spectrum, LLC  
75 Erieview Plaza, Suite 400  
Cleveland, OH 44114

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

Dear Mr. Taylor:

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 Onvoy Spectrum, LLC ("Onvoy"), a limited liability company with a principal place of business at 10300 6th Ave. N., Plymouth, MN 55441, wishes, pursuant to 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between AT&T Wireless Services, Inc. and FairPoint that was approved by the New Hampshire Public Utilities Commission (the "Commission") in Docket DT 00-276 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"). Please note the following with respect to Onvoy's adoption of the Terms.

1. By Onvoy's countersignature on this letter, Onvoy hereby represents and agrees to the following seven points:
  - a) Onvoy adopts and agrees to be bound by the Terms and, in accordance with the Terms agrees that Onvoy shall be substituted in place of AT&T Wireless Services, Inc. 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 Onvoy and FairPoint as may be required or permitted under the Terms shall be provided as follows:

*To Onvoy :* Mary T. Buley  
Senior Regulatory Manager  
Onvoy Spectrum, LLC  
10300 6th Ave. N.  
Plymouth, MN 55441

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

*With copy to:* Attn: General Counsel  
FairPoint Communications, Inc.  
521 East Morehead Street, Suite 500  
Charlotte, NC 28202

- d) Onvoy affirms that it is a commercial mobile radio service (CMRS) provider 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 Onvoy 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) Onvoy'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 Onvoy. The term and termination provisions of the Terms shall govern Onvoy's adoption of the Terms.
2. As the Terms are being adopted by Onvoy pursuant to § 252(i) of the Act, FairPoint does not provide the Terms to Onvoy 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 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 Onvoy'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 Onvoy's application of the Terms, in whole or in part, at any time:
  - a) when the costs of providing the Terms to Onvoy are greater than the costs of providing them to FairPoint;
  - b) if the provisions of the Terms to Onvoy is not technically feasible; and/or
  - c) to the extent that FairPoint otherwise is not required to make the Terms available to Onvoy under the law.
5. For avoidance of any doubt, please note that bill and keep shall be the default compensation arrangement for all traffic that originates and terminates within the same major trading area pursuant to the FCC in an order released November 18, 2011.<sup>1</sup> Additionally, 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.<sup>2</sup>
6. Should Onvoy 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 Onvoy 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 Onvoy's adoption of the Terms shall in no way impair such rights of FairPoint; and (B) all rights of Onvoy resulting from Onvoy's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency

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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 a Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, and Universal Service Reform - Mobility Fund; FCC Docket 11-161 Report and Order and Further Notice of Proposed Rulemaking (November 18, 2011).

<sup>2</sup> 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).

Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to FairPoint pursuant to 11 U.S.C. § 366.

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

By: Michael T. Skrivan  
Printed Name Michael T. Skrivan  
Title Vice President Regulatory  
Date 11/29/2016

By signing below, Onvoy Spectrum, LLC agrees to the adoption of the Term as well as all terms and conditions specified in this adoption letter:

**Onvoy Spectrum, LLC**  
By: Kyle V. Bertrand  
Printed Name Kyle V. Bertrand  
Title VP Network Optimization & Procurement  
Date 11/22/2016