

**Amendment No. 3 to the Interconnection Agreement
between
Northern New England Telephone
Operations LLC and
Level 3 Communications, LLC in the State of New Hampshire**

This Amendment No. 3 (the "Amendment") shall be deemed effective on the date approved by the New Hampshire Public Utilities Commission or otherwise allowed to go into effect by operation of law ("Effective Date") by and between Level 3 Communications, LLC, a Delaware limited liability company ("Level 3"), and Northern New England Telephone Operations LLC, a Delaware limited liability company ("FairPoint"). FairPoint and Level 3 shall be known herein jointly as the "Parties".

RECITALS

WHEREAS, FairPoint or its predecessors in interest and Level 3 or its predecessors in interest entered into an Interconnection Agreement ("Agreement") for interconnection services in the state of New Hampshire, pursuant to 47 USC §§251/252, dated November 1, 2000; and

WHEREAS, the Federal Communications Commission, in an Order Released November 18, 2011,¹ has provided that after July 1, 2018, all Price-Cap Local Exchange Carrier's Non-Access Reciprocal Compensation rates shall be set pursuant to Bill-and-Keep arrangements,² and that it is to be considered a change in law; and

WHEREAS, the Parties wish to amend the Agreement with the addition of the language from Attachment 1, in its entirety; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Notwithstanding any provision to the contrary contained in the Agreement, pursuant to the FCC's Report and Order in WC Docket No. 10-90, etc., FCC No. 11-161 (released November 18, 2011), from the effective date of this Amendment through June 30, 2018 all Reciprocal Compensation traffic shall be exchanged between Level 3 and FairPoint at a rate of \$0.0007 per minute. Effective July 1, 2018 all Reciprocal Compensation traffic shall be exchanged between Level 3 and FairPoint on a Bill and Keep basis. Under a Bill and Keep compensation arrangement, each Party retains the revenues it receives from its End User customer, and neither Party pays the other Party for transport and termination of the reciprocal compensation traffic that is subject to the Bill and Keep arrangement.

¹ *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).

² *Id.* at p. 503. See also CFR Part 51, Subpart H, § 51.705(c)(4).

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or on the date when this amendment is allowed to take effect by operation of law.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. This Carrier Partner Amendment may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Carrier Partner Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the document referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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**

Michael Skrivan
Signature

Michael Skrivan
Name Printed/Typed

Vice President - Regulatory
Title

10/11/2017
Date

Level 3 Communications, LLC

Gary Black
Signature

Gary Black
Name Printed/Typed

VP- Carrier Relations
Title

9/25/17
Date