

Amendment No. 2

To the

Interconnection Agreement

Between

Northern New England Telephone Operations LLC

d/b/a FairPoint Communications - NNE

And

Nextel Communications of the Mid-Atlantic, Inc.

This Amendment No. 2 (the "Amendment") to the "Interconnection Agreement" between Verizon New England Inc., d/b/a Verizon New Hampshire f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire and Nextel Communications of the Mid – Atlantic, Inc. effective as of June 15, 1997; which was amended effective June 14, 2001 (the "2001 Amendment") (collectively, the "Agreement"); and assigned to Northern New England Telephone Operations LLC d/b/a FairPoint Communications–NNE ("FairPoint") in the state of New Hampshire effective March 31, 2008 is entered into by Nextel Communications of the Mid-Atlantic, Inc. ("Nextel"), and FairPoint. FairPoint and Nextel 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, 2011¹ (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"),² and that it is to be considered a change in law; and

WHEREAS, Nextel 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

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 Inter-carrier 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 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.

AGREEMENT

1. This Amendment shall be effective July 1, 2012.
2. This Amendment remains in effect until: 1) The Agreement is terminated or otherwise made ineffective; or 2) There is a subsequent change in law that would effect this Amendment.
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.
5. For the avoidance of any doubt, this Amendment shall not alter any rates and charges set forth in the Agreement other than the Reciprocal Compensation Rate.

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

Nextel Communications of the Mid - Atlantic Inc

By: Michael T. Skrivan

By: R.D. Ratliff

Printed Name: Michael T. Skrivan

Printed Name: Rick D. Ratliff

Title: Vice President Regulatory

Title: Director, Switched Access Planning

Date: 12/11/2012

Date: 11/30/12