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April 30, 2019

Mr. David Handal  
Director Sourcing Operations  
AT&T  
1 AT&T Way  
Bedminster, NJ 07921

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

Dear Mr. Handal:

Consolidated Communications of Washington Company, LLC (formerly Ellensburg Telephone Company) d/b/a Consolidated Communications ("Consolidated"), a Washington state corporation with an address for notice c/o Consolidated Communications, Inc., 121 S 17<sup>th</sup> Street, Mattoon, IL 61938, has received correspondence stating that Teleport Communications America, LLC ("TCA"), with offices at 1 AT&T Way, Bedminster, NJ 07921, wishes, pursuant to 252(i) of the Communications Act of 1934, as amended ("Act"), to adopt the terms of the Interconnection Agreement ("Agreement") between 360 Networks (USA) Inc. and Consolidated Communications of Washington Company, LLC, formerly Ellensburg Telephone Company (OCN 1427), signed April 29, 2011, and approved by the Washington Utilities and Transportation Commission (the "Commission") on August 15, 2011 in Docket UT-113011 as an effective agreement within the State of Washington, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). Consolidated and TCA may also be referred to herein singularly as a "Party" or collectively as the "Parties." Please note the following with respect to TCA's adoption of the Terms.

1. By TCA's countersignature on this letter, TCA hereby represents and agrees to the following seven points:
  - a. TCA adopts and agrees to be bound by the Terms and, in accordance with the Terms, agrees that TCA shall be substituted in place of 360 Networks (USA) 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 Consolidated or TCA that no longer applies to Consolidated or TCA pursuant to (1) any Order by the Commission; (ii) any Order by the Federal Communications Commission ("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 TCA and Consolidated as may be required or permitted under the Terms shall be provided as follows:

To TCA: David Handal  
Director Sourcing Operations  
AT&T  
1 AT&T Way, Room 4A105  
Bedminster, NJ 07921  
Phone: 908-234-3707  
Email: [david.handal@att.com](mailto:david.handal@att.com)

With copies to: Damaris Ortiz  
Lead Carrier Relations Manager  
65 Southgate Blvd  
New Castle, DE 19720  
Phone: 302-419-8971  
Email: [damaris.ortiz@att.com](mailto:damaris.ortiz@att.com)

For Billing: Sourabh Grover  
300 North Point Parkway  
Alpharetta GA 30005  
Email: [sourabh.grover@att.com](mailto:sourabh.grover@att.com)  
Phone: 631-264-6392 Ext. 20129

To Consolidated: Consolidated Communications  
ATTN: Contract Management  
121 S 17th Street  
Mattoon, IL 61938

With copies to: Sarah Davis  
Senior Director – Regulatory and Wholesale Strategies  
Consolidated Communications  
Attn: Regulatory Department  
5 Davis Farm Road  
Portland, ME 04103

And: Consolidated Communications, Inc.  
Attn: Legal Department  
350 S. Loop 336 W  
Conroe, TX 77304

- d. TCA represents and warrants that it is authorized by the Commission to provide service in the State of Washington, and that its adoption of the Terms will cover services in the State of Washington only.

- e. The Parties agree that the Terms shall supersede and replace in full any and all prior agreements, written, and oral, between TCA and Consolidated for traffic termination and other services addressed in the Terms. Any outstanding payment obligations of the parties that were incurred but not fully paid under any prior agreement between TCA and Consolidated constitute payment obligations of the parties under this adoption.
  - f. The Parties agree that all Local Traffic shall be exchanged between the Parties 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 local traffic that is subject to the Bill and Keep arrangement. The specific compensation terms and conditions set forth in this section are limited to the exchange of Local Traffic between the Parties.
  - g. TCA's adoption of the Terms shall become effective on the date the Commission approves this agreement. Consolidated shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by TCA.
2. As the Terms are being adopted by TCA pursuant to § 252(i) of the Act, Consolidated does not provide the Terms to TCA as either a voluntary or negotiated agreement. The filing and performance by Consolidated of the Terms does not in any way constitute a waiver by Consolidated of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Consolidated 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 TCA's adoption of the Terms.
  3. Nothing herein shall be construed as or is intended to be a concession or admission by Consolidated 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 Consolidated expressly reserves its full rights to assert and pursue claims arising from or related to the Terms.
  4. Consolidated reserves the right to deny TCA's application of the Terms, in whole or in part, upon proving to the Commission that:
    - a. The costs of providing the Terms to TCA are greater than the costs of providing them to 360 Networks (USA) Inc.;
    - b. Provisioning the Terms to TCA is not technically feasible; and/or
    - c. To the extent that Consolidated otherwise is not required to make the Terms available to TCA under the law.
  5. Should TCA try to apply the Terms in a manner that conflicts with Paragraphs 2 through 4 above, Consolidated reserves the right to seek appropriate legal and/or equitable relief.
  6. In the event that a voluntary or involuntary petition has been or is in the future filed against TCA 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 Consolidated under such laws including without limitation, all rights of Consolidated under 11 U.S.C. § 366, shall be preserved, and TCA's adoption of the Terms shall in no way impair such rights of Consolidated; and (B) all rights of TCA resulting from TCA'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 Consolidated pursuant to 11 U.S.C. § 366.

Consolidated Communications of Washington Company, LLC d/b/a Consolidated Communications

By:  \_\_\_\_\_  
Printed Name: Sarah Davis  
Title: Senior Director – Regulatory & Wholesale Strategies  
Date: May 24, 2019

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

Teleport Communications America, LLC

By:  \_\_\_\_\_  
Printed Name: David Handal  
Title: Director Sourcing Operations  
Date: 5/9/2019