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Maribeth Bailey
Sr. Director, Interconnection Policy, Regulatory



VIA FEDERAL EXPRESS AND EMAIL

September 22, 2009

Mr. Jim Paulos
Nsight Telservices
[FNA Northeast Telephone Company, LLC]
450 Security Boulevard
Green Bay, WI 54313

Re: *Time Warner Cable Information Services (Wisconsin), LLC, d/b/a Time Warner Cable Request for Adoption of Existing Interconnection Agreement between Northeast Telephone Company, LLC and Sprint Communications Company L.P.*

Dear Mr. Paulos:

Northeast Telephone Company, LLC ("Northeast") has received a request from Time Warner Cable Information Services (Wisconsin), LLC d/b/a Time Warner Cable ("TWCIS (WI)"), stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), TWCIS (WI) wishes to adopt the terms of the Interconnection Agreement between Northeast Telephone Company, LLC and Sprint Communications Company L.P., that was approved by the Public Service Commission of Wisconsin on March 23, 2009, as an effective agreement in the State of Wisconsin in Docket 05-TI-1917 (the "Terms").

By your execution of this letter, you agree and commit to the following with respect to TWCIS (WI)'s adoption of the Terms:

1. Northeast agrees that TWCIS (WI) may adopt the Terms for interconnection with Northeast, and Northeast agrees that TWCIS (WI) shall be substituted in place of Sprint in the Terms wherever appropriate.

2. Notice to TWCIS (WI) as may be required under the Terms shall be provided as follows:

To: Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Telephone: 212-364-8482
Facsimile: 704-973-6239
E-mail: Maribeth.Bailey@twcable.com

With a copy to:

Maribeth Bailey
Sr. Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Telephone: 212-364-8440
Facsimile: 704-973-6222
E-mail: Maribeth.Bailey@twcable.com

3. Northeast acknowledges that TWCIS (WI) has obtained authority from the Public Service Commission of Wisconsin to provide the services identified in the Interconnection Agreement in Wisconsin.
4. TWCIS (WI)'s adoption of the Terms shall become effective upon TWCIS (WI)'s filing of this letter agreement with the Public Service Commission of Wisconsin.
5. Unless an explicit exemption is created with the Terms, the Terms shall be subject to any and all applicable laws, rules, or regulations, including those that subsequently may be prescribed by federal, state, or local government authority, or any court on appeal thereof. The Parties agree to modify, in writing, the affected term(s) and condition(s) of the Terms as necessary to conform them with such law, rule or regulation. If the Parties are unable to agree to such a written amendment, either Party may seek Dispute Resolution according to the Terms.

