

**STATE OF VERMONT
PUBLIC SERVICE BOARD**

Docket No. 8881

Joint Petition of Consolidated Communications)
Holdings, Inc., Consolidated Communications,)
Inc., Falcon Merger Sub, Inc., FairPoint)
Communications, Inc., Telephone Operating)
Company of Vermont LLC, FairPoint Vermont,)
Inc., UI Long Distance, Inc., and Enhanced)
Communications of Northern New England,)
Inc., for Approval of a Transfer of Control by)
Merger, Pursuant to 30 V.S.A. §§ 107, 108,)
109, 231(a), and 311)

**AMENDMENT TO JANUARY 11, 2017,
PROTECTIVE AGREEMENT**

THIS AMENDMENT, dated as of March____, 2017, to the Protective Agreement in this proceeding dated January 11, 2017 (the “Protective Agreement”), is made by and among Consolidated Communications Holdings, Inc., Consolidated Communications, Inc., Falcon Merger Sub, Inc. (the three foregoing, collectively, “Consolidated”), FairPoint Communications, Inc., Telephone Operating Company of Vermont LLC d/b/a FairPoint Communications, FairPoint Vermont, Inc., UI Long Distance, Inc., Enhanced Communications of Northern New England, Inc. (the five foregoing, collectively, “FairPoint”), the Vermont Department of Public Service (“Department”), Communications Workers of America Local 1400 (“CWA”), and International Brotherhood of Electrical Workers Locals 2320, 2326 and 2327, which form IBEW System Council T-9 (“IBEW,” and, with CWA, the “Labor Intervenors”) (each of the foregoing, individually, a “Party” and collectively, the “Parties”).

WHEREAS, Consolidated, FairPoint, and the Department previously entered into a Protective Agreement dated January 11, 2017 (the “Protective Agreement”) to govern the

handling of certain information that a party thereto believes to be proprietary, commercially sensitive, privileged, confidential or in the nature of a trade secret (which information is referenced in the Protective Agreement as "Allegedly Confidential Information"); and

WHEREAS, the Public Service Board ("Board") on February 9, 2017, issued a "Procedural Order Re: Protective Agreement" (the "Protective Order") that approved and adopted the Protective Agreement and the procedures set forth therein for the handling of Allegedly Confidential Information in this Docket; and

WHEREAS, on January 19, 2017, the Labor Intervenors jointly petitioned to intervene in this Docket, and Consolidated and FairPoint timely responded to the Labor Intervenors' intervention petition, but the Board has not yet acted upon the intervention petition; and

WHEREAS, notwithstanding the lack of a resolution of the Labor Intervenors' intervention petition, the Parties desire to cooperate in the provision of information relevant to the issues to be litigated or potentially litigated before the Board in this Docket; and

WHEREAS, the Labor Intervenors wish to be bound by the terms of the Protective Agreement, including, without limitation, the procedures set forth therein for handling Allegedly Confidential Information in this Docket; and

WHEREAS, the Parties further agree that certain Allegedly Confidential Information is of such a highly confidential nature (such Allegedly Confidential Information to be referenced herein as "Allegedly Highly Confidential Information") that disclosure of such Allegedly Highly Confidential Information to a Party that is or will be engaged in collective bargaining or business competition, including parties, intervenors or other participants in these proceedings, with the disclosing Party would be commercially and/or competitively harmful to the disclosing Party; and

WHEREAS, the Parties have agreed to the procedures established in the Protective Agreement for the disclosure of Allegedly Confidential Information, and have further agreed to the procedures set forth in this Amendment for the disclosure of Allegedly Highly Confidential Information, to the Parties, the Department, and/or the Board and to the provisions for holding such Allegedly Confidential Information and Allegedly Highly Confidential Information in confidence;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. There are three (3) categories of information and documents, including prefiled testimony, in this proceeding: (i) Public; (ii) Allegedly Confidential; and (iii) Allegedly Highly Confidential. Public information and documents include those which are available for public inspection and copying and which may be discussed openly in a public meeting. Allegedly Confidential Information and Allegedly Highly Confidential Information are those documents that the disclosing party and the Department agree should not be publicly available or publicly discussed:

A. Allegedly Confidential Information consists of information and documents to be shared only with signatories to the Protective Agreement and/or to this Amendment and with the Department and the Board.

B. Allegedly Highly Confidential Information consists of commercially and/or competitively sensitive data to be shared only with the Board and Department and with signatories to this Amendment; provided, however, that such Allegedly Highly Confidential Information has been, and will continue to be, withheld from Parties that are or will be engaged in collective bargaining or business competition with the disclosing Party, regardless of whether

the Party from which the Allegedly Highly Confidential Information is withheld is a signatory to the Protective Agreement and/or to this Agreement.

2. Except as specifically set forth in this Amendment, the provisions of the Protective Agreement governing the use and handling of Allegedly Confidential Information in this Docket shall also govern the use and handling of Allegedly Highly Confidential Information in this Docket.

3. The Parties agree to be bound by the terms of the Protective Agreement, as amended by this Amendment.

4. The terms of the Protective Agreement shall remain in force, except as amended by this Amendment.

5. If a disclosing Party seeks to place information under the Protective Agreement and this Amendment, it shall file an averment, as described in Paragraph 2 of the Protective Order, with the Department and shall include in such averment a statement that the information is to be deemed either Allegedly Confidential Information or Allegedly Highly Confidential Information. If the Department agrees to treat specific information to be provided as Allegedly Confidential Information or as Allegedly Highly Confidential Information, the disclosing Party will submit to the Board and all Parties a copy of Schedule I to the Protective Agreement, as from time to time revised in accordance with the terms of the Protective Agreement, identifying each such item of Allegedly Confidential Information or Allegedly Highly Confidential Information and signed or initialed by the Department to evidence its agreement to treat such item as Allegedly Confidential Information or Allegedly Highly Confidential Information. The Protective Agreement, as amended, applies only to that information that the disclosing party and the Department agree will be treated as Allegedly Confidential Information or Allegedly Highly Confidential Information listed on Schedule I. Schedule I may be amended only by agreement of

the disclosing party and the Department. Upon agreement of the Department to Schedule I, or an amendment thereto, the entity seeking to place information under the Protective Agreement, as amended, shall file the same averment, previously filed with the Department, with the Board as required by the Protective Order. If the Department does not agree to treat specific information as Allegedly Confidential Information or Allegedly Highly Confidential Information, the disclosing Party may request a hearing before the Board to seek a protective order as provided under V.R.C.P. 26(c). Any request for hearing shall be filed in writing with the Board and Parties within five (5) business days of its receipt of a denial by the Department that such information can be treated as Allegedly Confidential Information or Allegedly Highly Confidential Information under the Protective Agreement, as amended. During the five-day period, the information shall be treated as Allegedly Confidential Information or Allegedly Highly Confidential Information (as the case may be) under the Protective Agreement, as amended. If a timely request is filed with the Board and the Parties, the information shall be treated in accordance with paragraph 16 of the Protective Agreement.

6. The Department may obtain Allegedly Confidential Information (including, without limitation, Allegedly Highly Confidential Information) by submitting to the disclosing Party's counsel the agreement attached to the Protective Agreement as Schedule IIa and the request attached to the Protective Agreement as Schedule III.

7. A Party (the "Receiving Party") other than the Department may obtain Allegedly Confidential Information (including, without limitation, Allegedly Highly Confidential Information) by submitting to the disclosing Party's counsel the agreement attached to this Amendment as Schedule II and the request attached to the Protective Agreement as Schedule III. If such a request is made for Allegedly Confidential Information (including, without limitation, Allegedly Highly Confidential Information), the disclosing Party, through its counsel, will

provide one copy of the Allegedly Confidential Information and/or Allegedly Highly Confidential Information sought to such Receiving Party, or otherwise will make such Allegedly Confidential Information and/or Allegedly Highly Confidential Information available to such Receiving Party, except those documents or portions thereof excised based on legal objection and duly noted by the disclosing Party's counsel. Each such Receiving Party will afford access to the Allegedly Confidential Information (including, without limitation, Allegedly Highly Confidential Information) only to such individual employees, consultants and other representatives who (i) have executed Schedule II and (ii) are named in Schedule III to this Agreement and (iii) have returned the executed Schedule II to the disclosing Party's counsel (each such individual, an "Authorized Individual"); provided, however, that the Receiving Party shall afford access to Allegedly Highly Confidential Information only to Authorized Individuals who have completed the preceding steps (i) through (iii), inclusive, and who (iv) provide only legal and regulatory advice and representation to the Receiving Party and (v) do not include persons who do or will provide advice to any Receiving Party as to its collective bargaining or business competition with the disclosing Party and (vi) have a reasonable need for such information for the preparation and conduct of these proceedings. For purpose of clarity, access to Allegedly Highly Confidential Information shall be limited to: (i) Board members and members of the Board staff; (ii) Department staff, counsel, and their consultants; (iii) counsel for any Receiving Party to this proceeding, as well as such Receiving Party's external consultants (i.e., consultants not directly employed by a Party or an affiliate of a Party) retained solely for the purpose of this proceeding, and such Receiving Party's internal (i.e., consultants who are direct employees of a Party or an affiliate of a Party) and external consultants who do not and will not otherwise advise their employers or clients on collective bargaining or business competition matters involving the disclosing Party; (iv) a stenographer or reporter recording any hearing in

connection with this proceeding; and (v) counsel for, or any other representative of, CCHI (or any affiliate thereof) and FairPoint (or any affiliate thereof). A Party shall make only one copy of any Allegedly Confidential Information for each individual who has executed Schedule II, except as otherwise provided in the Protective Agreement.

8. The Board will retain jurisdiction to make such further amendments, modifications and additions to the Protective Agreement. Any Party or other person may apply to the Board for an amendment, modification, or addition to the Protective Order.

9. This Amendment is made under and shall be governed by the laws of the State of Vermont.

10. This Amendment shall in no way be deemed to constitute any waiver of the rights of any Party to this Docket.

11. The Parties will promptly submit to the Board a proposed Motion to Amend the Protective Order, which, if adopted, will amend the provisions of the Protective Order to authorize the use and handling of Allegedly Highly Confidential Information as set forth in this Amendment.

12. Each Party warrants that it will act in good faith and will not do anything to deprive any other Party of the benefit of the Protective Agreement, as amended.

13. The Parties have entered into this Agreement to expedite the production of information, to minimize the time spent in discovery disputes, and to facilitate the progress of these investigations to the fullest extent possible. Entry into this Amendment shall not be construed as an admission by any Party regarding the scope of the Party's statutory right to information, nor shall it be construed as a waiver of the right to raise any and all appropriate confidentiality issues in future dockets.

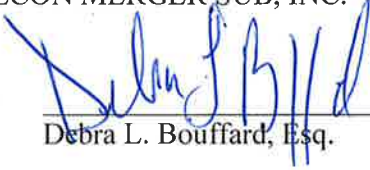
14. Information that is designated as Allegedly Confidential Information or Allegedly Highly Confidential Information pursuant to the Protective Agreement, as amended, that a Party obtains independent of the Protective Agreement, as amended, is not subject to the Protective Agreement, as amended

[Signature page follows.]

WHEREFORE, the undersigned Parties, by and through their respective counsel,
subscribe to the foregoing Amendment as of the date first above written.

CONSOLIDATED COMMUNICATIONS HOLDINGS, INC.,
CONSOLIDATED COMMUNICATIONS, INC.,
FALCON MERGER SUB, INC.

By:


Debra L. Bouffard, Esq.

FAIRPOINT COMMUNICATIONS, INC., TELEPHONE
OPERATING COMPANY OF VERMONT LLC d/b/a
FAIRPOINT COMMUNICATIONS, FAIRPOINT VERMONT,
INC., UI LONG DISTANCE, INC., and ENHANCED
COMMUNICATIONS OF NORTHERN NEW ENGLAND, INC.

By:

Paul J. Phillips, Esq.

VERMONT DEPARTMENT OF PUBLIC SERVICE

By:

Daniel C. Burke, Special Telecommunications Counsel

COMMUNICATIONS WORKERS OF AMERICA LOCAL 1400
AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS ("IBEW") LOCALS 2320, 2326 AND 2327, WHICH
FORM IBEW SYSTEM COUNCIL T-9

By:

Scott J. Rubin, Esq., Their Attorney

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CONSOLIDATED COMMUNICATIONS, INC.,
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Debra L. Bouffard, Esq.

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By:  _____
Paul J. Phillips, Esq.

VERMONT DEPARTMENT OF PUBLIC SERVICE

By: _____
Daniel C. Burke, Special Telecommunications Counsel

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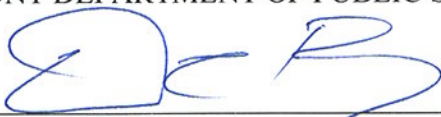
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By: _____
Paul J. Phillips, Esq.

VERMONT DEPARTMENT OF PUBLIC SERVICE

By:  3/17/2017
Daniel C. Burke, Special Telecommunications Counsel

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By: _____
Paul J. Phillips, Esq.

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By: Scott J. Rubin
Scott J. Rubin, Esq., Their Attorney (*pro hac vice*)