

**Amendment No. 1 to the Interconnection Agreement
between
Northern New England Telephone
Operations LLC and
Neutral Tandem, LLC in the State of New Hampshire**

This Amendment No. 1 (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 Neutral Tandem-New Hampshire, LLC, a Delaware limited liability company ("Neutral Tandem"), and Northern New England Telephone Operations LLC, a Delaware limited liability company ("FairPoint"). FairPoint and Neutral Tandem shall be known herein jointly as the "Parties".

RECITALS

WHEREAS, FairPoint and Neutral Tandem, 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; and

WHEREAS, the Agreement was filed with the New Hampshire Public Utilities Commission ("Commission") on August 20, 2007, docketed by the Commission as DT 07-091, and permitted to take effect by operation of law on November 18, 2007; and

WHEREAS, Neutral Tandem wishes to provide tandem switching services for one or more Interconnected VoIP Providers' use and seeks to combine Neutral Tandem's local and interexchange traffic with such Interconnected VoIP Providers' VoIP-PSTN Traffic and exchange such traffic with FairPoint according to the terms of this Amendment where the Interconnected VoIP Provider obtains its own number resources pursuant to FCC Report and Order 15-70 ("VoIP Numbering Order"), released June 22, 2015, and subject to limitations and requirements of the Local Exchange Routing Guide ("LERG") and other applicable requirements, including but not limited to the Agreement and the Amendment; and

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

CARRIER PARTNER AMENDMENT

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

The Agreement is hereby amended by adding specific terms and conditions under which Neutral Tandem exchanges traffic with FairPoint as set forth in Attachment 1 to this Carrier Partner Amendment, attached hereto and incorporated herein by this reference.

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 documents 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

October 11, 2017
Date

Neutral Tandem-New Hampshire, LLC

Kyle V. Bertrand
Signature

Kyle V. Bertrand
Name Printed/Typed

Vice President - NO/PM
Title

10-3-2017
Date