AMENDMENT NO. (1)

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

FRONTIER NORTH INC. f/k/a VERIZON NORTH INC.
FRONTIER COMMUNICATIONS OF THE CAROLINAS LLC f/k/a VERIZON SOUTH INC. d/b/a CONTEL INC.

AND

MEDIACOM TELEPHONY OF ILLINOIS, LLC

This Amendment No. (1) (this "Amendment") shall be deemed effective upon signature of both Parties (the "Amendment Effective Date") by and between Frontier North Inc. f/k/a Verizon North Inc., a Wisconsin corporation and Frontier Communications of the Carolinas LLC f/k/a Verizon South Inc. d/b/a Contel Inc., a Delaware corporation, (collectively "Frontier") with offices at 3 High Ridge Park, Stamford, CT 06905, and Mediacom Telephony of Illinois, LLC ("Mediacom"), a Delaware limited liability company with offices at One Mediacom Way, Mediacom Park, NY 10918. Frontier and Mediacom may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entity of Frontier North Inc. and Frontier Communications of the Carolinas Inc. for the state of Illinois (the "State").

WITNESSETH:

WHEREAS, Frontier and Mediacom are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated September 30, 2009 (the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement or a Frontier Tariff.

2. **Miscellaneous Provisions**

   2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be

interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.

2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.

2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

3. Reciprocal Compensation. Upon following the Amendment effective date, Reciprocal compensation rates in this Agreement will be phased down as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. For clarity, Reciprocal compensation rates are capped and subject to reductions pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.

4. VoIP Traffic. Upon following the Amendment effective date, VoIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the *USF/ICC Transformation Order,* interexchange VoIP-originated traffic terminated to either Party is subject to interstate access charges, and local VoIP-originated traffic terminated to either Party is subject to the reciprocal compensation provisions of this Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements.

4. Notices

4.1 All notices required under the Agreement shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

To Frontier:

Frontier Communications
Attn: Director, Business Operations – Carrier Services
63 Stone Street
Rochester, NY, 14604

With Copy to:

Frontier Communications
Attn: Associate General Counsel
2378 Wilshire Blvd
Mound, MN 55364

To Mediacom:

Mediacom Communications Corporation
Attn: Anne Sokolin-Maimon
VP, Regulatory Affairs
One Mediacom Way
Mediacom Park, NY 10918

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Mediacom Telephony of Illinois, LLC	**Frontier North Inc.** **Frontier Communications of the Carolinas Inc.**
By:	By:
Printed: Daniel P. Templin	Printed: Stephen LeVan
Title: President	Title: SVP, Carrier Sales and Service
Date: 9/11/14	Date: 11-8-14

EXHIBIT A

INTERCARRIER COMPENSATION REFORM RATE REDUCTIONS

EFFECTIVE DATE	FRONTIER TANDEM ROUTED	FRONTIER END OFFICE ROUTED
7/1/14	.00375259	.00280332
7/1/15	.00222401	.00175008
7/1/16	.0007	.0007
7/1/17	.0007	Bill and Keep
7/1/18	Bill and Keep	Bill and Keep