

INTERCONNECTION AGREEMENT

By and Between

PEERLESS NETWORK OF NEW YORK, LLC

And

**TACONIC TELEPHONE CORP
d/b/a CONSOLIDATED COMMUNICATIONS**

This Interconnection Agreement ("Agreement") is made effective by and between Peerless Network of New York, LLC ("Peerless") a corporation organized under the laws of the State of New York with offices at 222 South Riverside Plaza, Suite 2730, Chicago, IL 60606 and Taconic Telephone Corp. d/b/a Consolidated Communications ("Consolidated") a corporation organized under the laws of the State of New York, with offices at 1 Taconic Place, Chatham, NY 12037. Consolidated and Peerless may also be referred to herein singularly as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Consolidated is an incumbent local exchange carrier and Peerless is a competitive local exchange carrier and both Parties are authorized by the New York Public Service Commission ("Commission") to provide telecommunications services in the State of New York; and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") have specific requirements for interconnection, and the Parties intend to comply with these requirements; and

WHEREAS, The Parties desire to interconnect their respective networks to allow either Party to exchange Local Traffic and Tandem Transit Traffic with the other Party; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law; and

WHEREAS, the Parties have arrived at this Agreement through negotiations undertaken pursuant to the Act;

NOW THEREFORE, in consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Scope of Agreement

- 1.1 This Agreement addresses the terms and conditions under which Peerless and Consolidated agree to exchange Local Traffic and Tandem Transit Traffic between their respective End Users, at rates as specified in Schedule I, by a direct or indirect connection at the Point of Interconnection (POI) in accordance with this Agreement. All traffic that either Party may deliver to the POI that falls outside of the definition of Local Traffic or Tandem Transit Traffic shall not be subject to the terms and conditions of this Agreement (the "Excluded Traffic") but may be subject to other arrangements and/or tariffs of the Parties which shall govern the intercarrier treatment of such Excluded Traffic. The Parties further agree that they will strictly construe the definition of Local Traffic and will ensure that they each will abide by the additional terms and conditions of Section 8 regarding facilities and traffic addressed under this Agreement.

14. Term of Agreement, Regulatory Approvals and Filing

- 14.1 This Agreement shall commence when fully executed and approved by the Commission or allowed to take effect by operation of law and have an initial term of one (1) year from the date of that Commission approval. This Agreement shall automatically renew for successive one (1) year periods, unless either Party gives written notice at least sixty (60) days prior to the expiration of the initial, or any renewal term, of its desire not to renew. If such termination notice is given, this Agreement shall not renew. However, the Parties will continue to exchange traffic to the mutual benefit of their respective End Users; provided, however, that physical termination of the connection of the Parties' respective networks established in this Agreement shall occur only in compliance with applicable rules and regulations of the Commission. During the period prior to termination, the Parties agree to cooperate with one another in ensuring that the exchange of Local Traffic as provided for in this Agreement is not disrupted and to respond to any Commission inquiry that may occur regarding the termination of this Agreement.
- 14.2 Each Party is responsible for obtaining and maintaining in effect all state regulatory commission approvals and certifications that are required for that Party's provision of local exchange and/or local exchange access services in the service areas covered by this Agreement.
- 14.3 The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.
- 14.4 If either Party terminates this Agreement pursuant to Section 14.1, either Party may request renegotiation of a successor agreement by providing written notice thereof to the other Party within sixty (60) days of receipt of the termination notice. Any such request shall be deemed by both Parties to be a request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request.
- 14.5 If either Party requests renegotiation of this Agreement pursuant to Sections 14.4 above, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of one hundred eighty (180) days from the expiration or termination of this Agreement or the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act. Provided however, if the Parties by written mutual agreement extend the negotiation period or if the Parties are actively involved in arbitration of a successor agreement this Agreement shall continue in effect until such negotiations or arbitration is completed and a successor agreement is in effect.

33. Termination for Material Breach

33.1 Either Party may terminate this Agreement for cause upon sixty (60) days prior written notice if (a) the other Party materially breaches this Agreement or defaults on its obligations and fails to cure such breach or default during such sixty (60) day period, (b) the other Party's authority to provide the services provided herein is revoked or terminated, or (c) the other Party is insolvent, or files for bankruptcy (or other protection from creditors generally) and such bankruptcy petition is not dismissed within sixty (60) days. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of the termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement.

IN WITNESS WHEREOF, the Parties agree this Agreement shall be deemed effective upon approval by the Commission or upon being permitted to go into effect by operation of law, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: TACONIC TELEPHONE CORP.



Signature

Sarah Davis

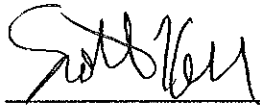
Typed or Printed Name

Senior Director – Wholesale Strategies
Title

1-15-2019

Date

By: PEERLESS NETWORK OF
NEW YORK, LLC.



Signature

Scott Kell

Typed or Printed Name

Exec. Vice President of Operations
Title

1/4/19

Date