



## AMENDMENT ONE TO INTERCONNECTION AGREEMENT

This Amendment One ("Amendment"), effective this 1<sup>st</sup> day of June, 2011, is entered into by and between Green Hills Telecommunications Services ("CLEC") and Embarq Missouri, Inc. d/b/a CenturyLink ("CenturyLink"), hereinafter collectively, "the Parties", for the State of Missouri.

### RECITALS

WHEREAS, CLEC and CenturyLink entered into a Interconnection Agreement dated September 8, 2008 ("Agreement"); and

WHEREAS, CLEC and CenturyLink desire to modify the Agreement to incorporate additional terms and conditions;

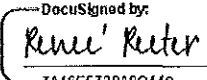
NOW THEREFORE, in consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

### AMENDMENT

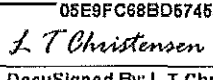
1. CLEC and CenturyLink agree to replace Part D – Local Resale of the Agreement with the language included herein.
2. Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective the year and day first written above.

#### CLEC

By:   
DocuSigned by:  
7A46EF720A8C448...  
Name: Renee' Reeter  
Title: Controller  
Date: 8/17/2011

#### CENTURYLINK

By:   
DocuSigned By: L T Christensen  
Name: L. T. Christensen  
Title: Director – Wholesale Contracts  
Date: 8/17/2011

## **PART D – LOCAL RESALE**

### **1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE**

- 1.1. At the request of CLEC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, CenturyLink shall make available to CLEC for resale Telecommunications Services that CenturyLink currently provides or may provide hereafter at retail to subscribers who are not Telecommunications Carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by CenturyLink to CLEC pursuant to this Amendment are collectively referred to as "Local Resale." To the extent that this Amendment describes services which CenturyLink shall make available to CLEC for resale, this list of services is neither all inclusive nor exclusive.

### **2. PRICING**

- 2.1. CenturyLink retail Telecommunications Services shall be available for resale at pursuant to 47 USC §251(c)(4).
- 2.2. Pricing shall be developed based on 47 USC §252(d)(3), as now enacted or as hereafter amended, where wholesale prices are retail prices less avoided costs, net of any additional costs imposed by wholesale operations, unless otherwise ordered by the Commission. The wholesale rate shall be as set forth on Table One, of the Agreement. Additional rates for new or additional services shall be added at the time said new or additional services are offered.

### **3. GENERAL TERMS AND CONDITIONS**

- 3.1. Voluntary Federal and State Subscriber Financial Assistance Programs. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.
- 3.2. CenturyLink shall offer for resale to CLEC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. CenturyLink shall make reasonable efforts to provide CLEC with advance copy of any request for the termination of service and/or grandfathering to be filed by CenturyLink with the Commission.
- 3.3. CenturyLink shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the end user customer's agreement with CenturyLink will terminate and any applicable termination liabilities will be charged to the end user customer. The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date CLEC commences to provide service to the end user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. CenturyLink will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with Section 42.1 of the Agreement.
- 3.4. Customer Owned Coin Operated Telephone (COCOT) or Public Telephone Access lines will not be resold to payphone service providers at wholesale prices under this Agreement.

- 3.5. For Telecommunications Services that are offered by CenturyLink to its end users and that are available for resale, the rules and regulations associated with CenturyLink's retail Tariff(s) shall apply when the services are resold by CLEC. Use limitations shall be in Parity with services offered by CenturyLink to its end users.
- 3.6. Except as set forth above and as may be allowed by the FCC or Commission, CenturyLink shall not place conditions or restrictions on CLEC's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (i.e., residential service to business customers) and for promotions of ninety (90) Days or less in length. In addition, CLEC shall be prohibited from marketing its products using the CenturyLink product name (e.g., CLEC may purchase the features package called "CenturyLink Essential" but shall be prohibited from reselling this product using the CenturyLink brand name or the CenturyLink product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. CenturyLink will make wholesale Telecommunications Service offerings available for all new regulated services at the same time the retail service becomes available.
- 3.7. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, CenturyLink shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for Voice Mail Services. CenturyLink shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. CenturyLink shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services. Where available, CLEC may purchase Voice Mail Service and related services for its end users at CenturyLink's retail rates.
- 3.8. Hospitality Service. CenturyLink shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 3.9. LIDB Administration
  - 3.9.1. CenturyLink shall maintain customer information for CLEC customers who subscribe to resold CenturyLink local service dial tone lines, in CenturyLink's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end user subscribers. CenturyLink shall update and maintain the CLEC information in LIDB on the same schedule that it uses for its own similarly situated end user subscribers.
  - 3.9.2. Until such time as CenturyLink's LIDB has the software capability to recognize a resold number as CLEC's, CenturyLink shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.
- 3.10. CenturyLink will continue to provide Primary Interexchange Carrier ("PIC") processing for end users obtaining resold service from CLEC. CenturyLink will bill and CLEC will pay any PIC change charges. CenturyLink will only accept said requests for PIC changes from CLEC and not from CLEC's end users.

#### **4. PROVISIONING AND INSTALLATION**

- 4.1. Electronic Interfaces for the exchange of ordering information will be adopted and made available to CLEC in accordance with CenturyLink operating procedures.

- 4.2. CLEC and CenturyLink may order Primary Local Carrier ("PLC") and PIC records changes using the same order process and on a unified order (the "LSR").
- 4.3. A general Letter of Agency ("LOA") initiated by CLEC or CenturyLink will be required to process a PLC or PIC change order. No LOA signed by the end-user will be required to process a PLC or PIC change ordered by CLEC or CenturyLink. CLEC and CenturyLink agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules, or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record shall apply, such Party shall be liable to pay and shall pay all nonrecurring charges associated with reestablishing the subscriber's local service with the original local carrier as well as an Unauthorized Local Service Provider Change Charge as detailed in the applicable State Local Access Tariff and any other appropriate charges required by Applicable Rules.
- 4.4. Each Party will provide the other, if requested, as agent of the end-user customer, at the time of the PLC order, current "As Is" pre-ordering/ordering information relative to the end-user consisting of local features, products, services, elements, combinations. Each Party is responsible for ordering the Telecommunications Services desired by the end-user customer.
- 4.5. CenturyLink shall provide CLEC the ability to obtain telephone numbers, including vanity numbers from CenturyLink where CenturyLink offers these services to its end users, and to assign these numbers with the CLEC customer. Reservation and aging of numbers remain the responsibility of CenturyLink. CLEC shall pay CenturyLink the reasonable administrative costs of this function, and the monthly recurring charges listed in the appropriate State Local Access Tariff.
- 4.6. CenturyLink shall provide CLEC the ability to order all available features on its switches at Parity with what CenturyLink offers to its own end user customers (e.g., call blocking of 900 and 976 calls by line or trunk).
- 4.7. CenturyLink will direct customer to CLEC for requests changing their CLEC service. CenturyLink shall process all PIC changes provided by CLEC on behalf of IXCs. If PIC changes are received by CenturyLink directly from IXCs, CenturyLink shall reject the PIC change back to the IXC with the OCN of CLEC in the appropriate field of the industry standard CARE record.

## **5. NETWORK MAINTENANCE AND MANAGEMENT**

- 5.1. CenturyLink shall perform all testing for resold Telecommunications Services.
- 5.2. CenturyLink will close all trouble reports with CLEC. CLEC will close all trouble reports with its end-user.
- 5.3. CenturyLink shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, CenturyLink shall provide CLEC with the disposition of the trouble.
- 5.4. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, then CLEC will bear the cost.
- 5.5. A non-branded, customer-not-at-home card shall be left by CenturyLink at the customer's premises when a CLEC customer is not at home for an appointment and CenturyLink performs repair or installation services on behalf of CLEC.