

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
CENTURYTEL OF MISSOURI, LLC D/B/A CENTURYTEL
AND
SOCKET TELECOM, LLC**

This Amendment (the "Amendment") modifies the Interconnection Agreement approved by the Missouri Public Service Commission on October 13, 2006 in Case No. TO-2006-0299 by and between CenturyTel of Missouri, LLC ("CenturyTel") and Socket Telecom, LLC ("Socket") and as subsequently amended (the "Agreement") effective in the State of Missouri. CenturyTel and Socket are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties wish to amend certain provisions of the Agreement regarding subloops;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended as follows:

1. Article VII, Section 6.1 shall hereby be amended and restated as follows:

CenturyTel will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. CenturyTel will consider and respond to all requests for access to subloops through the BFR process set forth in Sections 2.38.2 through 2.38.11 of this Article, except as expressly modified by the provisions of this Section 6. Sound engineering judgment will be utilized to ensure network security and integrity. Each Socket request for subloops will be analyzed on a case-by-case basis. Section 2.38.12 of this Agreement shall apply such that a BFR shall not be required from Socket to develop an access arrangement for subloops in a location where an arrangement already exists and is available for use by Socket. Furthermore, Section 2.38.13 (requiring an amendment to this Agreement) shall not apply.

2. Article VII, Section 6.6 shall hereby be amended and restated as follows:

Upon completion of the construction activity, Socket will be allowed to test the installation with a CenturyTel technician. If Socket desires test access to the arrangement for subloops, Socket must place its own test point in its cable prior to cable entry into CenturyTel's interconnection point. Once Socket has paid the balance of payment due CenturyTel in accordance with Section 6.5 above, Socket may place an order for subloops at the location. Whether Socket places such order via the established LSR or ASR process will be determined in the BFR process and will be dependent on the type of subloop access arrangement Socket seeks. Prices at which CenturyTel will provide Socket with subloops at that location shall be the rates set forth in Article VIIA or, if no rate is set forth therein for the type of subloop ordered, then as determined through the BFR process as set forth in Section 2.38 of this Article. The nonrecurring and monthly recurring charges for a requested subloop shall be developed by CenturyTel as part of the development of the price quote in the BFR process. In no event, however, will the monthly recurring charge (MRC) for a subloop be higher than the MRC that would apply had that subloop been ordered and provisioned as a complete UNE loop.

3. Article VIIA Price Schedule shall be amended by adding the prices set forth in the schedule attached to this Amendment, entitled "Price Schedule: Subloop Addendum."

4. Article XVIII, Section 6.1 shall hereby be amended and restated as follows:

When Socket orders an xDSL Loop or xDSL Subloop, CenturyTel shall charge Socket a non-recurring charge for each xDSL-Capable Loop or xDSL Subloop ordered, whether or not conditioning of the loop or subloop is requested. Socket shall designate, at Socket's sole option, what loop conditioning (i.e., the removal of excessive or all bridged tap, load coils, and/or repeaters) CenturyTel is to perform in the provisioning of the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive or all bridged tap, load coils, and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. The Parties agree that this Amendment will act to supersede, amend and modify the provisions of the Agreement specifically identified in this Amendment. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective upon the effective date of such approval by the Commission ("Amendment Effective Date").

Socket Telecom, LLC

By: George A. Pfenenger

Name: George A. Pfenenger
(Print or Type)

Title: President & CEO
(Print or Type)

Date: 2-11-09

CenturyTel of Missouri, LLC

By: Jeffrey S. Glover

Name: Jeffrey S. Glover
(Print or Type)

Vice President External Relations

Title: _____
(Print or Type)

Date: 2-10-09

**Price Schedule
Subloop Addendum**

Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
xDSL Capable Subloop Distribution			
2 Wire xDSL Subloop Distribution - Zone 4	\$ 13.21	\$ 19.55	\$ 8.32
4 Wire xDSL Subloop Distribution - Zone 4	\$ 20.42	\$ 21.58	\$ 8.32
xDSL Capable Subloop Cross Connects			
xDSL 2 Wire Shielded Subloop to Collo	\$ 1.55	\$ 19.96	\$ 12.69
2-Wire DSL Non-Shielded Cross Connect to Collo - no test	\$ 1.55	\$ 19.96	\$ 12.69
4-Wire DSL Non-Shielded Cross Connect to Collo - no test	\$ 3.10	\$ 25.38	\$ 17.73
2-Wire Digital Non-Shielded Cross Connect to Collo - no test	\$ 1.55	\$ 19.96	\$ 12.69
xDSL Conditioning Options			
xDSL standard conditioning charge applied per each xDSL subloop activation	None	8.41	n/a
Subloop Distribution			
2 Wire Subloop Distribution - Zone 4	\$ 13.21	\$ 19.55	\$ 8.32
4 Wire Subloop Distribution - Zone 4	\$ 20.42	\$ 21.58	\$ 8.32
Sub Loop Cross-Connects			
Analog Subloop to Collo - 4W w/o testing	\$ 1.55	\$ 19.96	\$ 12.69
Digital subloop to Collo 2W	\$ 3.10	\$ 25.38	\$ 17.73