

Amendment One to Interconnection Agreement

This Amendment One ("Amendment") effective this 8th day of May, 2013, is entered into by and between BPS Telephone Company (BPS) and Big River Telephone Company, LLC (Big River) (hereinafter individually a "Party" or collectively "the Parties").

RECITALS

WHEREAS, BPS and Big River entered into an Interconnection Agreement effective March 14, 2008 ("Agreement"); and

WHEREAS, BPS and Big River desire to modify the Agreement to incorporate a new direct Interconnection Point and to update the Notice provisions;

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

AMENDMENT

1. BPS and Big River agree to modify Section 30 of the General Terms and Conditions of their Agreement as follows:

30.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

...

30.1.3 shall be delivered to the following addresses of the Parties:

To: Big River Telephone Company

Andrew Schwantner
Director-Contract Compliance and Network Planning
12444 Powerscourt Dr Ste 270
St. Louis, MO, 63131
Phone: 314-225-2205
Fax: 314-225-2235
Email: aschwantner@bigrivertelephone.com

With a copy to:

Brian Howe
General Counsel
12444 Powerscourt Dr Ste 270
St. Louis, MO, 63131
Phone: 314-225-2215
Fax: 314-225-2521
Email: bhowe@bigrivertelephone.com

To: BPS Telephone Company

Lisa Winberry
BPS Telephone Company
120 Stewart Street
P.O. Box 550
Bernie, MO 63822
Phone: (573) 293-2277
Fax: (573) 293-2299
Email: Winberry@bpstelephone.com

With a copy to:

W.R. England, III
Brydon, Swearngen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
Phone: (573) 635-7166
Fax: (573) 634-7431

or to such other address(s) as either Party may designate from time to time by proper notice.

2. BPS and Big River agree to replace Appendix A with Revised Appendix A attached hereto.
3. BPS and Big River agree to replace Appendix B with Revised Appendix B attached hereto.
4. 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.

BPS

By W. F. Provance
Name W. F. Provance
Title President
Date 5/8/2013

BIG RIVER

By Gerard J. Howe
Name GERARD J HOWE
Title CEO
Date 5/2/2013

REVISED APPENDIX A
BPS TELEPHONE COMPANY and BIG RIVER TELEPHONE COMPANY, LLC

A. Designation of the IP(s):

For purposes of this Agreement, the Indirect Interconnection Points between Big River and BPS will be deemed to be at the same location where BPS meets AT&T, which is:

- i) the Parma Central Office, and
- ii) the Steele exchange boundary (the "meet points").

Big River will be responsible for ordering special access facilities from AT&T from Big River's network to the meet points. Big River will be responsible for the payment of any charges assessed by AT&T for the facilities provided by AT&T up to the meet points between AT&T and BPS. BPS will be responsible for providing the facilities from its Central Offices to the meet points with AT&T. Pursuant to Section 2.1.1.D of Attachment C, Big River will not be responsible for the payment of any charges to BPS for special access facilities provided by BPS from its Central Office to the meet points. The Parties agree that BPS will be providing its portion of the special access facilities in accordance with its intrastate access tariff.

For purposes of this Agreement the following two Direct Interconnection Points between Big River and BPS will be deemed at the following locations:

- i) 741 South Walnut, Bernie, MO, and
- ii) The Steele Central Office of BPS, located in Steele, MO.

Notwithstanding any provision to the contrary, when traffic terminated by Big River over the Interconnection Point at 741 South Walnut, Bernie, MO, reaches or exceeds 48 DS0s at peak over a period of three consecutive months, BPS may require Big River to establish facilities, at Big River's own cost, in order to directly connect to the Bernie Central Office of BPS, located at 103 West Fordyce, Bernie, MO.

B. Reciprocal Compensation

- 1.1 Each Party shall bill its end-users for Local Traffic and Local Internet Traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party so long as the Local Traffic between the Parties is approximately balanced, which for purposes of this Agreement shall mean that the split of Local Traffic is within the range of 60%/40% in either direction (i.e., Bill and Keep).

If the split of Local Traffic between the Parties is outside the range of 60%/40% for three consecutive months, the Parties agree to then, henceforth, reciprocally and symmetrically compensate one another for Local Traffic originated on their respective network and terminated to an end-user on the other Party's network at a rate of \$.0093 per minute; provided, however, that the Parties shall not be required to commence reciprocally and symmetrically compensating one another unless one Party notifies the other, in writing, of that Party's desire to commence such a compensation arrangement. Each Party shall thereafter record and issue bills for Local Traffic using call detail information measured from the local interconnecting trunks. If, subsequently, the split of Local Traffic between the Parties falls within the range of 60%/40% for three consecutive months, the Parties shall return to Bill and Keep retroactive to the first such month following the third consecutive month that the split of Local Traffic was within the range of 60%/40%; provided, however, that the Parties shall not be required to return to Bill and Keep unless one Party notifies the other, in writing, of that Party's desire to return to the Bill and Keep compensation arrangement.

During any period(s) when reciprocal and symmetrical compensation is in effect, BPS will submit a bill that nets amounts payable by Big River to BPS against amounts due from BPS to Big River.

C. LSR Ordering Charges for LNP Activity

- Basic Initial LNP Service Order Charge = \$24.00 per each initial request by one Party to the other Party per LNP request per Customer -- To be billed to and paid by the requesting Party.
- Basic Subsequent LNP Service Order Charge = \$12.00 per each time the requesting Party submits a revised request per LNP request per Customer after a Firm Order Confirmation (FOC) has been issued, but will not be assessed on any requests for the postponement of a scheduled port that are made at any time before 2:00 pm on the day prior to the scheduled port - To be billed to and paid by the requesting Party.

In accordance with Section 6.1 of the Principal Document, both Parties agree that in the event that either, the FCC or the Missouri PSC issues a final and unstayed order that establishes a nonrecurring charge for porting a number or establishes or modifies a cost methodology for order activity related to porting a number that is inconsistent with the charges herein, the terms related to these LSR Ordering Charges for LNP Activity may be renegotiated upon request by either Party and amended in writing to this Agreement.

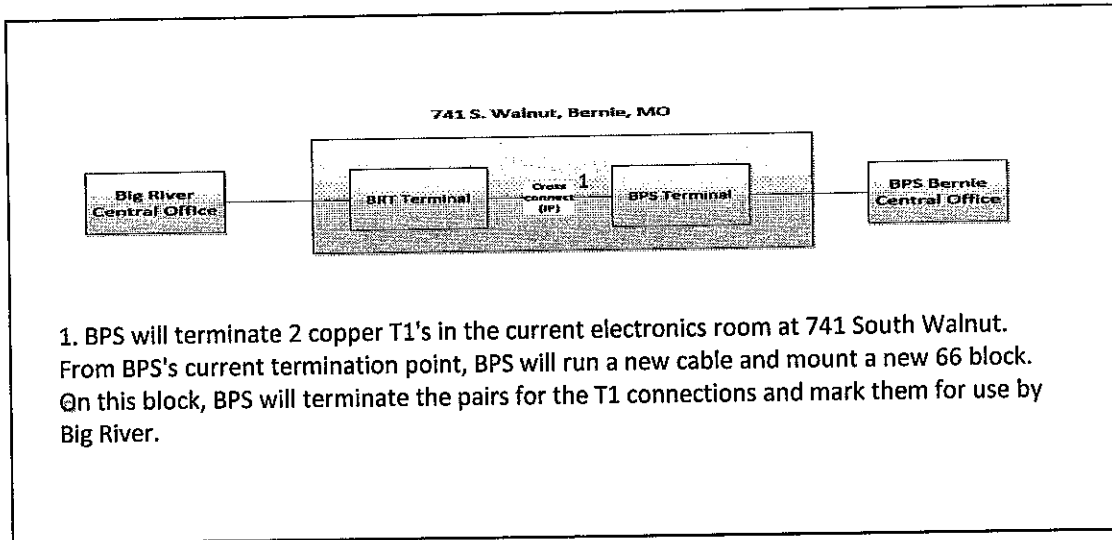
D. DIRECTORY LISTINGS & BOOKS

1. Directory Listing Report
 - Annual directory validation listing report of \$25.00 to be billed to and paid by Big River to BPS.
 - Subsequent Requests of \$50.00 to be billed to and paid by Big River to BPS
2. Big River will not be charged for its subscriber's listings for each primary listing (i.e., published) in the White Page Directory and/or in the Yellow Page Directory. For other Directory Listing Services, i.e. foreign listings, additional listings, enhanced listings, etc., Big River will be charged a monthly amount equal to BPS' retail tariff for such services.
3. Books & delivery (annual home area directories only) --- No charge will apply for normal number of books delivered to Customers; additional delivery or bulk delivery per separate arrangement between BPS and Big River. Big River shall be responsible for any additional charges related to any requests for distribution of directories that are not included in BPS' Directory Publishing Agreement.

REVISED APPENDIX B
 NETWORK INTERCONNECTION DIAGRAMS

Facilities Points of Interconnection

Direct
 Interconnection



Indirect
 Interconnection
 (using AT&t/BPS
 Meet Point
 Facilities)

