

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI
AND
YOURTEL AMERICA, INC.**

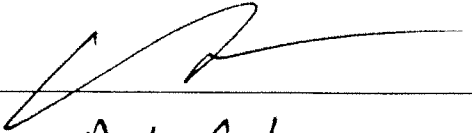
The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri¹ ("AT&T Missouri") and YourTel America, Inc. ("CLEC") is hereby amended as follows:

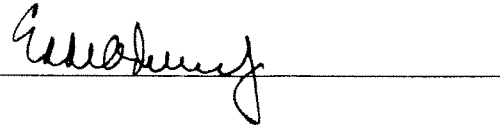
- (1) Add Appendix Batch Hot Cut Process which is attached hereto.
- (2) Add Price Schedule - Batch Hot Cut Process which is attached hereto.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) 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.
- (6) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

YourTel America, Inc.

Southwestern Bell Telephone Company d/b/a AT&T
Missouri by AT&T Operations, Inc., its authorized agent

By: 

By: 

Name: Dale Schmitt
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: Chief Strategy Officer
(Print or Type)

Title: Director-Interconnection Agreements

Date: 8/10/2010

Date: 8-23-10

Resale OCN # 4545

ULEC OCN # 064A

ACNA PXP

BATCH HOT CUT PROCESS

BATCH HOT CUT PROCESS: The “Batch Hot Cut Process Offerings” are new hot cut processes developed after multi-state collaboration between AT&T Missouri and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC’s underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for CLECs providing voice service using CLEC-provided analog, circuit switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on AT&T Missouri’s CLEC Online website (or successor website). Any future enhancements or modifications to AT&T Missouri’s Batch Hot Cut Process Offerings will be made in accordance with AT&T Missouri’s Change Management Process. AT&T Missouri will ensure that its Batch Hot Cut Process Offerings comply with all applicable Missouri Public Service Commission batch cut rulings.

1.0 GENERAL

- 1.1 **Enhanced Daily Process:** The “Enhanced Daily Process” option is designed to support hot cuts associated with new customer acquisitions. AT&T Missouri places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.
- 1.2 **Defined Batch Hot Cut Process** – The “Defined Batch Hot Cut Process” is designed to support hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using AT&T Missouri-provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that AT&T Missouri must accept for a single day in a single central office for all CLECs combined is two hundred lines.
- 1.3 **Bulk Project Offering** – The “Bulk Project Offering” is designed to support large volumes of hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using AT&T Missouri-provided switching to service provisioned using CLEC -provided switching.

2.0 PRICING FOR BATCH HOT CUT PROCESS OFFERINGS

- 2.1 The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC’s underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This amendment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC’s underlying interconnection Agreement.

SOUTHWESTERN BELL TELEPHONE COMPANY
d/b/a ATT MISSOURI
June 29, 2007

PRICE SCHEDULE-BATCH HOT CUT
ATT MO/YOURTEL AMERICA, INC

<u>Rate Element</u>	<u>USOC</u>	<u>Rate</u>	
Enhanced Daily Rates			
Enhanced DailyFDT Basic	NRFHA	\$40.52	
Enhanced Daily CHC Basic	NRFHB	\$43.42	
Enhanced Daily IDLC Basic	NRFHC	\$99.59	
Defined Batch Rates			
Defined FDT Basic	NRFHD	\$31.85	
Defined CHC Basic	NRFHE	\$32.16	
Defined FDT Expanded	NRFHF	\$33.02	
Defined CHC Expanded	NRFHG	\$33.30	
Defined IDLC Basic	NRFHH	\$97.99	
Bulk Batch Rates			
Bulk FDT Basic	NRFHJ	\$31.83	
Bulk CHC Basic	NRFHK	\$32.14	
Bulk FDT Expanded	NRFHL	\$33.00	
Bulk CHC Expanded	NRFHM	\$33.28	
Bulk FDT Premium	NRFHN	\$37.23	
Bulk CHC Premium	NRFHO	\$37.59	
Bulk IDLC Basic	NRFHP	\$97.98	