

FIRST ADDENDUM TO INTERCONNECTION AGREEMENT

WHEREAS, Spectra Communications Group, LLC (“Spectra”) and CD Telecommunications, LLC (“CD”) (collectively, the “Parties”) have executed concurrent with this document an interconnection agreement pursuant to sections 251 and 252 of the Communications Act of 1934, as amended, that contains general terms for, *inter alia*, interconnection of the Parties’ networks and the exchange of traffic, for the State of Missouri (the “Agreement”), and

WHEREAS, the exchange of dial-up ISP-bound, Information Access and VNXX Traffic have been contentious issues between the Parties, and

WHEREAS, in an effort to avoid future disputes, Spectra and CD desire to modify and/or clarify terms and conditions applicable to points of interconnection and exchange of traffic (including dial-up ISP-bound, Information Access and VNXX Traffic),

NOW THEREFORE, the Parties hereby supplement and amend the Agreement as follows:

SECTION 1. Conflict Between the Agreement and Addendum

Notwithstanding any provisions of the Agreement to the contrary, the following rates, terms and conditions apply to the subjects and circumstances described in this First Addendum to Interconnection Agreement (“Addendum”). To the extent that there is any discrepancy between applying the Agreement and this Addendum, the terms of this Addendum will apply and control. The rates, terms and conditions included herein shall be considered to address the subjects in as comprehensive fashion as possible, so as to take precedence over similar, conflicting or contradictory language in the underlying Agreement. Reference to specific sections is for convenience only, and shall not be read as excluding from its coverage other sections not so specifically referenced. Moreover, the rates, terms and conditions of this Addendum shall take precedence over similar, conflicting or contradictory terms contained in tariffs.

For ease of reference in this Addendum, and the application of its terms to the Agreement, Virtual NXX Traffic, ISP-bound Traffic that is also Virtual NXX Traffic or Local Traffic, and Information Access Traffic that is also Virtual NXX Traffic or Local Traffic will be referred to as the Subject Traffic. For purposes of interpreting, applying and enforcing the Agreement, and this Addendum, the Subject Traffic will be treated as Local Traffic. Notwithstanding any sections of the Agreement to the contrary, including without limitation sections 1.1, 3, 4.1, and 5.1 of Article V, the Parties’ rights and obligations with respect to the establishment of interconnection and the exchange of the Subject Traffic and Local Traffic shall be as provided for herein.

SECTION 2. Traffic Exchange

In return for consideration contained in Sections 4 and 6 of this Addendum, Spectra agrees to exchange the Subject Traffic as Local Traffic. In particular, Spectra agrees to the following treatment of traffic associated with telephone numbers that CD has assigned or will assign to customers, including ISP customers, that are rated to Spectra rate centers or to rate centers that share a local calling area with Spectra rate centers (“ISP Numbers”). Spectra agrees to translate all CD ISP Numbers in its switches such that traffic dialed to the ISP Numbers will be treated as Local Traffic, regardless of the physical location of the customer. Spectra agrees that it will not seek “interexchange” or access treatment of traffic dialed to the ISP Numbers.

SECTION 3. Local Number Porting of ISP Customer Numbers

In return for consideration contained in Sections 4 and 6 of this Addendum, upon request, Spectra agrees to port to CD numbers associated with ISP customers in those instances where the ISP customer has changed service provider from Spectra to CD and the request is made in accordance with the Federal Telecommunications Act of 1996 (“Act”) and any binding requirements of the Federal Communications Commission (“FCC”) and the Public Service Commission of the State of Missouri (“MPSC”). Spectra agrees to port such numbers, regardless of the physical or service location of the ISP customer before or after the porting.

SECTION 4. Direct Connection

In return for consideration contained in Sections 2 and 3 of this Addendum, the Parties agree to direct connect their networks under the following terms and conditions. Spectra will treat the Subject Traffic as Local Traffic for purposes of establishing POIs, the delivery of traffic to the POI, and for ordering, provisioning, maintaining and billing interconnection and transport facilities. To the extent that CD has assigned to a customer a telephone number that is rated to a Spectra rate center, the Parties agree to establish a direct connection between each other’s networks to accommodate exchange of traffic to or from such customer. Such direct connection shall be established via a single point of interconnection (“POI”) at:

- a) The Spectra end office switch associated with the rate center to which the telephone number is rated, or
- b) The Spectra access tandem if the Spectra end office associated with the rate center to which the telephone number is rated subtends the Spectra access tandem and if the Spectra access tandem is in the same calling area as the Spectra end office, or

- c) A location mutually acceptable to the parties. In the event there is no mutually acceptable alternative location, the direct connection shall occur at the location identified in (a) or (b) above. In accordance with this subsection (c), the Parties have identified and mutually agreed to locations acceptable to one another, as set forth in the Attachment 1 to this Addendum. These POIs shall satisfy CD's obligation to establish POIs with Spectra pursuant to the Agreement.

CD shall be responsible for the costs of establishing such direct connection (*i.e.*, facilities and transport) on its side of the POI, and Spectra shall be responsible for the costs of establishing such direct connection (*i.e.*, facilities and transport) on its side of the POI, as established herein and in Attachment 1. Each Party shall be responsible for and bear its own costs in connection with the delivery of Local Traffic and the Subject Traffic to the POI. Upon the execution of the Agreement and this Addendum, the Parties will immediately convert billing of all existing facilities to the rates and terms specified herein, and will establish any new Interconnection Points required by the Agreement and Addendum, and provision Internetwork Facilities, within 60 days.

CD shall have the option of purchasing transport facilities from Spectra , or may utilize third-party facilities, which choice shall not be a factor in identification of the location of the POI. Should CD purchase transport from Spectra, Spectra will consider the Subject Traffic to be Local Traffic for purposes of providing access to transport on a UNE basis and for ordering, provisioning and billing of the facilities.

If CD elects to purchase transport facilities from Spectra, including transport on the CD side of the POI, Spectra shall provide such transport facilities at the following rates:

Channel Termination - DS1	\$ 24.50
Channel Mileage Facility - DS1	\$ 0.61
Channel Termination - DS3	\$257.83
Channel Mileage Facility - DS3	\$ 15.72

The above rates shall be interim in nature as the Parties agree that within 90 days of execution of this Addendum they shall negotiate new TELRIC-based rates that are reflective of Spectra's costs in Missouri. Spectra agrees that in such negotiations, it will not seek rates that exceed the following for each element:

Channel Termination - DS1	\$ 20.45
Channel Mileage Facility - DS1	\$ 2.27
Channel Termination - DS3	\$259.01
Channel Mileage Facility - DS3	\$ 42.30

SECTION 5. Non-Spectra Rate Center/Extended Area Service

To the extent that CD has assigned to a customer a telephone number that is rated to a non-Spectra rate center, and such rate center is within a local calling area shared with one or more Spectra end offices because of Extended Area Service (“EAS”), a direct connection will be required only under the following circumstances. Except as noted below, the Parties agree to establish a direct connection in the manner described in this Section when either (1) traffic between two single switches of each Party reaches a DS-1 level; or (2) when both of the following conditions are met: (a) one-way traffic between two single switches of each Party reaches 112,000 minutes of use (“MOUs”) for three consecutive months, and (b) Spectra is properly assessed transiting charges by a third party, the properly assessed transiting charges associated with a single traffic exchange route exceed \$672 per month, and Spectra submits proof of payment of those properly assessed transiting charges. Traffic will be deemed to have reached a DS-1 level when combined traffic between the switches exceeds 225,000 MOUs for three consecutive months.

Should the conditions reflected in option (2) above be met, CD may, at its election, pay Spectra the difference between the properly assessed transiting charges associated with a single traffic exchange route per month and \$672 per month, rather than establish a direct connection. CD will provide notice of such election under the Notices provisions of Article III, Section 31 of the Agreement. Spectra will bill CD pursuant to such election on a quarterly basis after providing adequate proof of payment of the properly-assessed transiting charges billed by a third party.

Either Party may notify the other Party if the requirement to install a direct connection pursuant to this Section 4 is triggered. Upon such notification and verification that the requirement is triggered, the Parties shall work cooperatively to install such direct connection.

SECTION 6. Reciprocal Compensation Charges

In return for consideration contained in Sections 2 and 3 of this Addendum, the Parties agree that neither will seek reciprocal compensation for traffic originated by either Party’s end users and terminated to the ISP Numbers of any ISP, including an ISP affiliate of either Party.

SECTION 7. Term of the Addendum

Notwithstanding the termination provisions in the Agreement, the terms of this Addendum shall independently remain effective and shall be applied to the traffic described in this Addendum until either the Parties mutually agree to terminate this Addendum, or the later of one of the following events:

- a) An effective FCC or Missouri PSC order, effective federal or Missouri legislation, an effective federal court order from a jurisdiction that

includes the Spectra service area covered by the Agreement, or an effective Missouri state court order that is inconsistent with the provisions of this Addendum (in which case either Party may request amendments as appropriate pursuant to the Subsequent Law provisions of Article III, Section 41 of the Agreement), or

- b) Passage of three years from execution of this Addendum.

SECTION 8. Continued Effectiveness of Agreement

To the extent not modified or supplemented by this Addendum, the Agreement, including its Subsequent Law and Dispute Resolution provisions, remains in full force and effect.

IN WITNESS WHEREOF, each Party has executed this Addendum. The Effective Date of this Addendum for such purposes will be established by the date of the final signature on this Addendum, subject to confirmation by Commission approval order.

Spectra Communications Group, LLC

CD Telecommunications, LLC

By: _____

By: _____

Name: Guy Miller _____

Name: _____

Title: Corporate Director-Carrier Relations _____

Title: _____

Date: _____

Date: _____