

AMENDMENT TO  
INTERCONNECTION AND UNBUNDLING AGREEMENT  
BETWEEN  
SPECTRA COMMUNICATIONS GROUP, LLC  
AND  
MARK TWAIN COMMUNICATIONS COMPANY

The Interconnection and Unbundling Agreement approved by the Missouri Public Service Commission by Order of May 12, 2000 in Case No. TO-2000-253, effective dated August 1, 2000 by and between Spectra Communications Group, LLC and Mark Twain Communications Company ("Agreement") is hereby amended as follows:

WHEREAS, Spectra indicates that it has implemented permanent number portability May 24, 2004.

WHEREAS, Article V, 4.1.3 requires at least one POI or IP must be designated on Spectra's network within each Spectra local calling area, and pursuant to Article V, 1.2 and 4.1.1 such IP will be set forth in Appendix B.

WHEREAS a Point of Interconnection (POI) is a point in the network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

WHEREAS, the Parties wish to amend the Agreement eliminating the existing Appendix B presently covering interim number portability and replacing it with a new Appendix B to designate existing IPs.

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:

1. Recitals. The above recitals are hereby incorporated in their entirety into this Amendment.
2. Article V, Section 4.2.1 will be replaced in its entirety with the following language:

4.2.1 Mid-Span Fiber or Copper Meet: Mid-Span Fiber or Copper Meets between SPECTRA and Mark Twain may occur at mutually agreeable, economically and technically feasible point(s) between a Spectra End Office and Mark Twain's premises. Appendix B designates the Parties agreed upon POI location(s) within each Spectra local calling area. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to the designated POI. Revisions, additions or removal of POIs will be negotiated by the Parties and will require a revision to Appendix B.
3. The existing Appendix A is hereby canceled and replaced with the new Appendix A attached hereto.
4. The existing Appendix B is hereby canceled and replaced with the new Appendix B attached hereto.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING 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 applicable provisions contained in the Agreement. 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 September 1, 2008.

SPECTRA COMMUNICATIONS GROUP, LLC

By Jeffrey S. Glover  
Name Jeffrey S. Glover  
Title V.P. Ext. Rel.  
Date 9-24-08

MARK TWAIN COMMUNICATIONS

By William Rohde  
Name William Rohde  
Title Exec VP + Gen Mgr  
Date 10-01-08

## APPENDIX A RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

**General.** The rates contained in this Appendix A are the rates as defined in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine SPECTRA's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered SPECTRA costs (including SPECTRA's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

**Specific.** The Parties shall assume that Local Traffic is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed, for the purpose of determining the relative balance of traffic, no more frequently than once a quarter. Should such traffic study indicate that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may request that mutual compensation commence. Nothing in this appendix shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this appendix.

If either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic and either Party requests mutual compensation to commence, the following compensation terms and conditions apply:

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.0064**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. This rate includes tandem switching, but does not include the local interconnection charge. The tandem switching rate is **\$0.0022**.

**Internetwork Facilities for Local Traffic:** As specified in Article V, Section 4.2.

## APPENDIX B

### POINTS OF INTERCONNECTION FOR EXCHANGE OF LOCAL TRAFFIC

Exchange	Type of Interconnection	POI Physical Address*
Ewing	Copper Meet	303 E. Main St. Ewing, MO 63440
LaBelle	Copper Meet	421 State St La Belle, MO 63447
Lewistown	Copper Meet	302 E. Quincy Lewistown, MO 63452

\*Each POI is located at pedestals immediately adjacent to each of the Spectra central office buildings listed above.