AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI AND CINERGY COMMUNICATIONS COMPANY

The Interconnection Agreement dated September 6, 2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri¹ ("AT&T Missouri") and Cinergy Communications Company ("Cinergy") now known as Norlight, Inc. ("Norlight"), is hereby amended as follows:

WHEREAS, AT&T Missouri and Cinergy Communications Company ("Cinergy") are the parties to that certain "Interconnection Agreement Under Section 251 and 252 of the Telecommunications Act of 1996" effective October 24, 2005 (the "Agreement"); and

WHEREAS, Cinergy has changed its name to "Norlight, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Missouri and Cinergy hereby agree as follows:

- 1. The Agreement is hereby amended to reflect the name change from "Cinergy Communications Company" to "Norlight, Inc.".
- 2. AT&T Missouri shall reflect that name change from "Cinergy Communications Company" to "Norlight, Inc." only for the main billing account (header card) for each of the accounts previously billed to Cinergy. AT&T Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Missouri's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Norlight affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Cinergy with AT&T Missouri for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

Once this Amendment is effective, Cinergy shall operate with AT&T Missouri under the "Norlight, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Norlight, and labeling (including re-labeling) equipment and facilities with Norlight.

- 3. Section 5 Effective Date, Term, and Termination of Agreement of the General Terms and Conditions is amended by adding the following section:
 - 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 14, 2008 until January 14, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Norlight, by AT&T Missouri pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
- 5. The Parties acknowledge and agree that AT&T Missouri shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

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".

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- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 8. 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.
- 9. 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.

Norlight, Inc.

Signatur hn Name: (Print or Type)

Print or Type) Title: _____

Date: 3/11/01

(Print or Type)

Title: Director-Interconnection Agreements

5-11-08 Date:

SWITCH-BASED OCN # 026B

UNE OCN # 026B

RESALE OCN # 7848

ACNA OLP

Approved as to form Legal By <u>free</u> Date <u>3/17/08</u>