

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

WHEREAS, by a series of interconnection agreement adoptions, corporate reorganizations, and an asset purchase agreement MCI Metro Access Transmission Services, LLC ("MCI") and between, CenturyTel of Missouri ("CenturyTel"), currently interconnect and exchange traffic in the state of Missouri under the terms of an agreement between ICG Telecom Group, Inc. and Verizon California, Inc., f/k/a/ GTE California Incorporated (the "Agreement"), and

WHEREAS, the Agreement addresses interconnection and exchange of traffic between CenturyTel and MCI ("the Parties"), and

WHEREAS, disputes have arisen between the Parties regarding the treatment of ISP-bound traffic and local number portability under the Agreement, and

WHEREAS, the Parties desire to resolve those disputes informally and without resort to litigation by executing this amendment,

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

Notwithstanding any provisions of the Agreement to the contrary, the following terms and conditions apply to circumstances described in this First Amendment to Interconnection Agreement ("Amendment"). To the extent that there is any discrepancy between applying the Agreement and this Amendment, the terms of this Amendment will apply.

SECTION 1. VNXX Codes

In return for consideration contained in Sections 3 and 4 of this Amendment, CenturyTel agrees to the following treatment of traffic associated with telephone numbers that MCI has assigned to ISP customers and rated to CenturyTel rate centers or to rate centers that share a local calling area with CenturyTel rate centers ("ISP Numbers"). CenturyTel agrees to translate all MCI ISP Numbers in its switches such that traffic dialed to the ISP Numbers will be treated as local, regardless of the physical location of the ISP customer. CenturyTel agrees that it will not seek "interexchange" treatment of traffic dialed to the ISP Numbers.

SECTION 2. Local Number Porting of ISP Customer Numbers

In return for consideration contained in Sections 3 and 4 of this amendment, CenturyTel agrees to port to MCI numbers associated with ISP customers in those instances where the ISP customer has changed service provider from CenturyTel to MCI 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"). CenturyTel agrees to port such numbers, which are listed on Attachment 1 hereto, regardless of the physical or service location of the ISP customer before and after the porting.

SECTION 3. Direct Connection

In return for consideration contained in Sections 1 and 2 of this amendment, the Parties agree to direct connect their networks under the following terms and conditions. To the extent that MCI has assigned to a customer a telephone number that is rated to a CenturyTel 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 CenturyTel end office switch associated with the rate center to which the telephone number is rated, or
- b) The CenturyTel access tandem if the CenturyTel end office associated with the rate center to which the telephone number is rated subtends the CenturyTel access tandem and if the CenturyTel access tandem is in the same calling area as the CenturyTel 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.

MCI shall be responsible for the costs of establishing such direct connection on its side of the POI, and CenturyTel shall be responsible for the costs of establishing such direct connection on its side of the POI. If MCI elects to purchase transport facilities from CenturyTel in order to reach the new POI, CenturyTel shall provide such transport facilities at the following rates:

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

The above rates shall be interim in nature as the Parties agree that within 90 days of execution of this Amendment they shall negotiate new TELRIC based rates that are

reflective of CenturyTel's costs in Missouri. CenturyTel agrees that in such negotiations, it will not seek rates that exceed the following for each element:

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

To the extent that MCI has ported a CenturyTel number to an MCI customer, and as such number would similarly be rated to a CenturyTel rate center, the Parties similarly agree to establish a direct connection in the manner described in this Section.

To the extent that MCI has assigned to a customer a telephone number that is rated to a non-CenturyTel rate center, and such rate center is within a local calling area shared with one or more CenturyTel 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) CenturyTel 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 CenturyTel 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, MCI may, at its election, pay CenturyTel 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. MCI will provide notice of such election under the Notices provisions of Section 29 of the Agreement. CenturyTel will bill MCI 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 3 is triggered. Upon such notification and verification that the requirement is triggered, the Parties shall work cooperatively to install such direct connection.

SECTION 4. Reciprocal Compensation Charges

In return for consideration contained in Sections 1 and 2 of this amendment, the Parties agree that they will not seek reciprocal compensation for traffic originated by either Party's end users and terminated to the ISP Numbers or any other ISP, including an ISP affiliate of either Party.

SECTION 5. Term of the Amendment

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

- a) An effective FCC or MPSC order, effective federal or Missouri legislation, an effective federal court order from a jurisdiction that includes the CenturyTel service area covered by the Agreement, or an effective Missouri state court order that is inconsistent with the provisions of this Amendment (in which case either Party may request further amendments as appropriate pursuant to the Applicable Law provisions of Section 4 of the Agreement), or
- b) Passage of three years from execution of this Amendment.

SECTION 6. Continued Effectiveness of Agreement

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

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

CenturyTel of Missouri, LLC

MCI Metro Access Transmission Services, LLC

By:  _____

By:  _____

Name: Guy Miller

Name: Michael Beach

Title: Div. Vice President-Carrier Relations

Title: Vice President-Carrier Management

Date: 4/6/05

Date: 3/30/05

ATTACHMENT 1
LIST OF MISSOURI ISP NUMBERS TO BE PORTED

Columbia DA, MO	5738141342
Columbia DA, MO	5738140800
Columbia DA, MO	5738869606
Columbia DA, MO	5738869507
Columbia DA, MO	5738869383
Columbia DA, MO	5738140600
Columbia DA, MO	5738140200
Columbia DA, MO	5738140230
Columbia DA, MO	5738140301
Columbia DA, MO	5738140401
Columbia DA, MO	5738869329
Columbia DA, MO	5738868621
Columbia DA, MO	5738140200
Columbia DA, MO	5738868621
Columbia DA, MO	5738140200
Columbia DA, MO	5738869805
Columbia DA, MO	5738867733
Columbia DA, MO	5738869706
Columbia DA, MO	5738868785
Columbia DA, MO	5738140900
Columbia DA, MO	5738140700
Columbia DA, MO	5738140500
Branson DA, MO	4173342524
Branson DA, MO	4173341803
Branson DA, MO	4172391017
Branson DA, MO	4172391016
Branson DA, MO	4172391015
Branson DA, MO	4173341607
Branson DA, MO	4173340665
Branson DA, MO	4173340732
Branson DA, MO	4173340809
Branson DA, MO	4173340903
Branson DA, MO	4173342975
Branson DA, MO	4173340665
Branson DA, MO	4173340665
Branson DA, MO	4172391019
Branson DA, MO	4172391013
Branson DA, MO	4172391018
Branson DA, MO	4172391020
Branson DA, MO	4172391021
Branson DA, MO	4172391022
Branson DA, MO	4173341960
Branson DA, MO	4173341701
Branson DA, MO	4173341019
Blue Eye DA, MO	4177798031
Blue Eye DA, MO	4177795802
Blue Eye DA, MO	4177790106
Blue Eye DA, MO	4177790105
Blue Eye DA, MO	4177790104
Blue Eye DA, MO	4177798101

Blue Eye DA, MO	4177790900
Blue Eye DA, MO	4177798101
Blue Eye DA, MO	4177790108
Blue Eye DA, MO	4177790102
Blue Eye DA, MO	4177790107
Blue Eye DA, MO	4177790109
Blue Eye DA, MO	4177790110
Blue Eye DA, MO	4177790111
Blue Eye DA, MO	4177795901
Blue Eye DA, MO	4177795714
Blue Eye DA, MO	4177795603
Blue Eye DA, MO	4177795517
Blue Eye DA, MO	4177795484
Blue Eye DA, MO	4177795386
Bradleyville DA, MO	4177962226
Bradleyville DA, MO	4177962809
Bradleyville DA, MO	4177962016
Bradleyville DA, MO	4177962015
Bradleyville DA, MO	4177962014
Bradleyville DA, MO	4177962381
Bradleyville DA, MO	4177962223
Bradleyville DA, MO	4177962381
Bradleyville DA, MO	4177962018
Bradleyville DA, MO	4177962012
Bradleyville DA, MO	4177962017
Bradleyville DA, MO	4177962019
Bradleyville DA, MO	4177962020
Bradleyville DA, MO	4177962021
Bradleyville DA, MO	4177962910
Bradleyville DA, MO	4177962703
Bradleyville DA, MO	4177962639
Bradleyville DA, MO	4177962515
Bradleyville DA, MO	4177962465
Bradleyville DA, MO	4177962361
Crane DA, MO	4177238639
Crane DA, MO	4177238564
Crane DA, MO	4177238729
Crane DA, MO	4177238728
Crane DA, MO	4177238727
Crane DA, MO	4177238640
Crane DA, MO	4177238002
Crane DA, MO	4177238640
Crane DA, MO	4177238731
Crane DA, MO	4177238725
Crane DA, MO	4177238730
Crane DA, MO	4177238732
Crane DA, MO	4177238733
Crane DA, MO	4177238734
Crane DA, MO	4177238638
Crane DA, MO	4177238053
Crane DA, MO	4177238637
Crane DA, MO	4177238543
Crane DA, MO	4177238440
Crane DA, MO	4177238146

Galena DA, MO	4173578279
Galena DA, MO	4173578802
Galena DA, MO	4173571035
Galena DA, MO	4173571034
Galena DA, MO	4173571033
Galena DA, MO	4173578339
Galena DA, MO	4173578267
Galena DA, MO	4173578339
Galena DA, MO	4173571037
Galena DA, MO	4173571031
Galena DA, MO	4173571036
Galena DA, MO	4173571038
Galena DA, MO	4173571039
Galena DA, MO	4173571040
Galena DA, MO	4173578900
Galena DA, MO	4173578701
Galena DA, MO	4173578600
Galena DA, MO	4173578501
Galena DA, MO	4173578406
Galena DA, MO	4173578306
O Fallon DA, MO	6362721501
O Fallon DA, MO	6362721357
O Fallon DA, MO	6362726317
O Fallon DA, MO	6362726316
O Fallon DA, MO	6362726315
O Fallon DA, MO	6362720935
O Fallon DA, MO	6369802410
O Fallon DA, MO	6362726322
O Fallon DA, MO	6362720581
O Fallon DA, MO	6362720663
O Fallon DA, MO	6362726314
O Fallon DA, MO	6369802410
O Fallon DA, MO	6369802410
O Fallon DA, MO	6362726319
O Fallon DA, MO	6362726313
O Fallon DA, MO	6362726318
O Fallon DA, MO	6362726320
O Fallon DA, MO	6362726321
O Fallon DA, MO	6362721403
O Fallon DA, MO	6362721121
O Fallon DA, MO	6362720710
Winfield DA, MO	6366687001
Winfield DA, MO	6366687003
Winfield DA, MO	6366687014
Winfield DA, MO	6366687013
Winfield DA, MO	6366687012
Winfield DA, MO	6366687005
Winfield DA, MO	6366687000
Winfield DA, MO	6366687009
Winfield DA, MO	6366687008
Winfield DA, MO	6366687007
Winfield DA, MO	6366687011
Winfield DA, MO	6366687000
Winfield DA, MO	6366687016
Winfield DA, MO	6366687010

Winfield DA, MO	6366687015
Winfield DA, MO	6366687017
Winfield DA, MO	6366687018
Winfield DA, MO	6366687019
Winfield DA, MO	6366687002
Winfield DA, MO	6366687004
Winfield DA, MO	6366687006
Branson, MO	4173359999