

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI
AND
BIG RIVER TELEPHONE COMPANY, LLC**

The Interconnection Agreement dated August 9, 2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri¹ ("AT&T Missouri") and Big River Telephone Company, LLC ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

WHEREAS, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

WHEREAS, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

WHEREAS, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

WHEREAS, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

WHEREAS, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

WHEREAS, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

WHEREAS, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

WHEREAS, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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 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".

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement, including the Remand Order Embedded Base Rider, **AT&T MISSOURI** has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). Big River agrees to submit electronic orders by means of the LEX and/or EDI ordering systems or other mutually agreed processes to convert any and all remaining UNE-P lines to the LWC Platform or other alternatives such as UNE loop or resale. Big River agrees to place the orders and to cooperate with AT&T Missouri so that the conversion will be completed in no more than 90 days from October 31, 2009. **AT&T MISSOURI** may disconnect such elements in the event such conversion is not completed within such 90-day period due to failure by Big River to place such orders and/or cooperate as required above.
3. **Section 271 Elements.** **AT&T MISSOURI** has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops)², either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The Parties hereby acknowledge that CLEC has been enjoined from ordering any switching and UNE-Platform under Section 251 or 271 of the Act under this Agreement, and CLEC has not ordered any Section 271 switching and/or UNE-P. As of Amendment Effective Date, **AT&T MISSOURI** may convert, re-price, or disconnect such elements at its sole discretion, provided, however, AT&T will provide to CLEC 90-day advance written notice.
4. **Entrance Facilities.**
 - 4.1 **AT&T MISSOURI** shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
 - 4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect, convert or reprice such elements at its sole discretion, provided, however, AT&T will provide to CLEC 90-day advance written notice.
5. **Pricing Schedules.** The Parties agree to delete the schedule entitled "Section 271-Interim Rates Per the Missouri's PSC's July 11, 2005 Arbitration Order" in its entirety. In addition, the Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.

² The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.

6. **House Bill 1779, Section 392.550.** The Parties shall exchange interconnected voice over Internet protocol service traffic, as defined in Section 386.020 RSMo, subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to interconnected voice over Internet protocol service traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in the first clause of this Section shall not become effective until January 1, 2010.
7. Section 4 of the General Terms and Conditions is amended by adding the following section:
 - 4.2.1.2 Notwithstanding anything to the contrary in this Section 4, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from November 10, 2008 until November 10, 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 CLEC, by AT&T 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.
8. 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.
9. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. 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.
12. 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.
13. 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 ("Amendment Effective Date").

Big River Telephone Company, LLC

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

By: Gerard J. Howe

By: Eddie A. Reed, Jr.

Name: GERARD J. HOWE
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: CEO
(Print or Type)

Title: Director-Interconnection Agreements

Date: 11/2/09

Date: 11-4-09

UNE OCN # 9562

RRESALE OCN # 8768

SWITCH BASED OCN # 023B

ACNA: LGD