AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI AND DIECA COMMUNICATIONS, INC.

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T MISSOURI"), and DIECA Communications, Inc. ("CLEC") is hereby amended as follows:

- (1) The Parties agree to change Section 4.2, in Attachment 6, Unbundled Network Elements as follows:
 - 4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an AT&T MISSOURI Central Office and the loop demarcation point at an end user premises. Therefore, consistent with the applicable FCC rules, AT&T MISSOURI will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an AT&T MISSOURI Central Office and the loop demarcation point at an end user premises. The Parties acknowledge and agree that AT&T MISSOURI shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned or controlled by AT&T MISSOURI. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning Local Loop UNE includes, but is not limited to (DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in AT&T MISSOURI wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In accordance with 47 C.F.R. 51.319(a)(9), AT&T MISSOURI shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this agreement.
- (2) The Parties agree to change Section 4.1.4, in Attachment 25, xDSL, by deleting the reference to DS1 Loops.
- (3) The Parties agree to amend the underlying Agreement by deleting the Appendix to Attachment 25 xDSL Appendix for the Removal of All Non-Excessive Bridged Tap After Loop Completion Using a Modified Maintenance Process in its entirety.
- (4) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (6) 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.
- (7) 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- REVISE UNE, XDSL AND REMOVE RABT APPENDIX/SOUTHWESTERN BELL TELEPHONE COMPANY

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IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this $\underline{7^{1/4}}$ day of $\underline{February}$, 200 g by Southwestern Bell Telephone Company d/b/a AT&T Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

DIECA Communications, Inc.	Southwestern Bell Telephone Company d/b/a AT&T Missouri by AT&T Operations, Inc., its authorized
By: Col	By: Chlealund
Name: Donglas A. Carlen (Pint or Type)	Name: EDDIE A. REED JR (Print or Type)
Title: SVP + General Counsel (Print or Type)	Title: Director Interconnection Agreement
Date: 1/24/08	Date: 2-1-08

SWITCH BASED OCN # 4687

ACNA OVC