

**Bill and Keep Amendment
to the Interconnection Agreement between
Embarq Missouri, Inc. d/b/a CenturyLink
and
Charter Fiberlink - Missouri, LLC
for the State of Missouri**

This is an Amendment ("Amendment") to the Interconnection Agreement between Embarq Missouri, Inc. d/b/a CenturyLink ("CenturyLink"), and Charter Fiberlink - Missouri, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Missouri which was executed by the Parties on August 11, 2009 and

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Bill and Keep as set forth in Table 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. Order processing may not begin until all additional or updated information required has been provided by the CLEC and CenturyLink systems have been made ready to accept orders and issue bills.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising due to any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties regarding the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Charter Fiberlink - Missouri, LLC

DocuSigned by:


46A570134222442...
Signature

Peggy Giaminetti
Name Printed/Typed

VP, Circuit Operations
Title

6/14/2018
Date

Embarq Missouri, Inc. d/b/a CenturyLink

DocuSigned by:

8E351664DF3444F...
Signature

Kimberly J. Povirk
Name Printed/Typed

Director Sales Support
Title

6/14/2018
Date

ATTACHMENT 1

1 The following language is added or hereby replaces the existing language for reciprocal compensation, in the Agreement, in its entirety:

End Office, Tandem Switching and Shared Transport per MOU compensation will be on a bill and keep basis, with no compensation exchanged between the Parties.

Table 1 - Rates

KEY CODES		Embarq - Missouri	January 2018
MRC	NRC	ICA Elements	
		INTERCARRIER COMPENSATION	
		Reciprocal Compensation for Local Traffic	
		End Office, Tandem Switching and Shared Transport (Per MOU)	End Office, Tandem Switching and Shared Transport per Minute of Use
		Bill and Keep	\$0.00