

AMENDMENT NO. 1
TO THE
INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

Between

Embarq Missouri, Inc. d/b/a CenturyLink

and

MCImetro Access Transmission Services LLC d/b/a Verizon

For the state of Missouri

This Amendment No. 1 (this "Amendment") shall be deemed effective upon Commission approval pursuant to Section 252 of the Act (the "Amendment Effective Date"), by and between Embarq Missouri, Inc. d/b/a CenturyLink ("CenturyLink"), and MCImetro Access Transmission Services LLC d/b/a Verizon ("Verizon").

WITNESSETH:

WHEREAS, Verizon and CenturyLink are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 1, 2008 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to address the matters set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (such Agreement, as so amended, the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, Tariff or Statement of Generally Available Terms and Conditions ("SGAT").

- 1.1 Compensation for Transport and Termination of Local Traffic. For traffic exchanged on or after October 15, 2012, all Local Traffic shall be subject to the Bill and Keep Rate (as hereinafter defined) as long as the Local Traffic is Roughly Balanced (i.e. the traffic originated by one Party and terminated to the other does not exceed sixty percent (60%) of the total amount of Local Traffic exchanged between the Parties that is originated by either of the Parties and terminated to the other Party. If such Local Traffic ceases to be Roughly Balanced for three consecutive months, then at the option of the Party on whose network the greater amount of traffic is terminated (the "Imbalance Terminating Party"), the Parties agree that the termination of all Local Traffic shall be compensable at CenturyLink's then current standard reciprocal compensation rates, as such rates may be adjusted in conformity with the order of the Federal

Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued effective December 29, 2011 ("FCC Order" or "Order"), with such rates to be applicable from and after the date ten (10) days after the Imbalance Terminating Party provides written notice advising of the exercise of such option. In the event the traffic becomes roughly balanced for three consecutive months after the Parties have implemented such rates for Local Traffic instead of the Bill & Keep Rate, then at the option of either Party, the Parties shall thereafter reinstate the Bill & Keep Rate effective upon the date of a written notice advising of the exercise of such option.

- 1.2 Compensation for Transport and Termination of ISP-Bound Traffic. For traffic exchanged on or after October 15, 2012, all ISP-Bound Traffic, including any ISP-Bound Traffic that is VNXX Traffic, shall be subject to the Bill and Keep Rate. For purposes of this Agreement, ISP-Bound traffic is defined as traffic that is transmitted to an Internet Service Provider ("ISP") in order to be connected to the Internet, but shall not include any traffic which is subject to Section 55.6 of the Agreement.
 - 1.3 The "Bill and Keep Rate" shall be the rate of Zero Dollars (\$0.00) per minute of use for the transport and termination of any traffic ("Bill and Keep Traffic") to which that rate applies in accordance with Sections 1.1 and 1.2 of this Amendment, and the rate shall replace and apply in lieu of the reciprocal compensation rate for the transport and termination of Local Traffic and/or ISP-Bound Traffic which is otherwise set out in the Agreement or otherwise in accordance with Section 251(b)(5) of the Act. No intercarrier compensation (including without limitation switched access charges) shall apply for the transport and termination of Bill and Keep Traffic other than the Bill and Keep Rate provided for in this Section, as the same is reflected on Table 1 attached hereto.
 - 1.4 The Bill and Keep Rate which may be in effect between the Parties at any time shall not affect the respective rights and obligations of the Parties under this Agreement with respect to any transit charges that may be assessed for any Transit Traffic.
2. The identity of the notice recipients set forth in Section 20.1 in the Agreement is hereby replaced as follows:

If to "CLEC" or "Verizon":

Peter H. Reynolds
Director, Carrier Contract Management
Verizon Enterprise Solutions
22001 Loudoun County Parkway
G2-3-615
Ashburn, Virginia, 20147, USA
Tel: (703) 886-1918
Email: peter.h.reynolds@one.verizon.com

with a copy to:
Vice President and Deputy General Counsel
Verizon Global Wholesale
1320 North Court House Road

9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656

If to CenturyLink:

CenturyLink
Director Wholesale Contracts
930 15th Street 6th Floor
Denver, CO 80202
Email: intagree@centurylink.com

With copy to:
CenturyLink Law Department
Associate General Counsel, Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Email: Legal.Interconnection@centurylink.com

3. Miscellaneous Provisions.

- 3.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.1.
- 3.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.3 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 3.4 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**MCImetro Access Transmission
Services LLC d/b/a Verizon**



Signature

Peter H. Reynolds

Name Printed/Typed

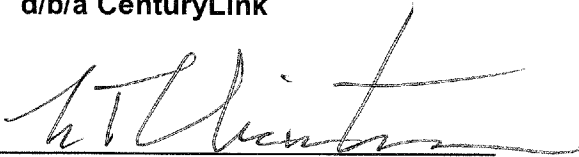
Director, Carrier Contract Management

Title

15 Jan 2013

Date

**Embarq Missouri, Inc.
d/b/a CenturyLink**



Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

1/17/13

Date

TABLE ONE

KEY CODES		CENTURYLINK RATE ELEMENT COST SUMMARY: Missouri		
MRC	NRC			
		RECIPROCAL COMPENSATION	MRC	NRC
		Local Traffic - per MOU	Bill & Keep	N/A
		ISP-bound Traffic (termination - per MOU)	Bill & Keep	N/A

Rates become effective on the "Rate Effectiveness Date".