

AMENDMENT NO. 1
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON NORTH INC. AND VERIZON SOUTH INC.
AND
MARION TELEPHONE LLC

This Amendment No. 1 (this "Amendment") shall be deemed effective November 28, 2007 the "Amendment Effective Date") by and between Verizon North Inc. and Verizon South Inc. ("Verizon"), a Wisconsin corporation with offices at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804 and 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, and Marion Telephone LLC ("Marion"), an Illinois limited liability company with offices at 1309 Fosse Rd., Marion, IL 62959. (Verizon and Marion may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of Illinois (the "State").

WITNESSETH:

WHEREAS, Verizon and Marion are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated November 28, 2007 (the "Agreement"); and

WHEREAS, Marion wishes to terminate metallic transmission facilities in Verizon's Central Offices for the purpose of accessing unbundled local Loops made available by Verizon at a particular central office, and, in accordance with the Arbitration Decision of the Illinois Commerce Commission in Docket No. 06-0688, dated July 25, 2007, Verizon will accommodate this desire by implementing Metallic Access to Unbundled Loops ("MAUL") arrangements as set forth in this amendment.

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. **Scope of Amendment.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment (including, without limitation, the pricing attachment hereto), all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. **Availability.** MAUL arrangements shall be made available by Verizon to Marion in the State of Illinois, subject to the terms and conditions herein, only at a Verizon Central Office in which sufficient space is available.
3. **Physical Interface.** As set forth herein, a MAUL arrangement establishes a physical point of interface between the Verizon and Marion networks through which Marion may access unbundled local Loops served by the relevant Central Office.

- 3.1 Marion is responsible for bringing its metallic facilities to the manhole or entrance facility ("Manhole Zero") that is designated by Verizon, in its sole discretion, for the relevant Central Office. Marion must gain access to Manhole Zero through the terms and conditions set forth in a separate agreement with Verizon in accordance with Section 9 of the Additional Services Attachment of the Agreement. Metallic facilities of Marion that share any common power space or power conduit infrastructure will not be permitted to terminate in a Verizon Central Office. Where existing conduit or entrance facilities are not available, Marion shall promptly pay to Verizon special construction charges that Verizon bills for such work as may be necessary.
 - 3.2 Marion shall bring its metallic cable to Manhole Zero and shall allow sufficient length to permit extension of the metallic cable to a point where it will be spliced to Verizon-furnished cable as set forth in the Final Plan (as hereinafter defined).
 - 3.3 Verizon shall install (and may furnish, in accordance with the Final Plan) facilities from Manhole Zero to a Central Office protector frame, and shall terminate the facility in accordance with the terms hereof, and the Final Plan.
 - 3.4 The physical point of interface between the Parties' networks shall be in Manhole Zero (the "Point of Interface"). Verizon shall perform the cable splice (if any) in Manhole Zero and shall have exclusive control over all facilities on its side of the Point of Interface, and Marion shall have exclusive control over all facilities on its side of the Point of Interface. Marion shall be financially responsible, in accordance with the terms hereof and the Final Plan, for all facilities between the Point of Interface and the Main Distribution Frame at the relevant Central Office.
4. Ordering and Engineering. If Marion wishes to implement a MAUL arrangement at a Central Office, the Parties shall work together to design and implement such an arrangement in accordance herewith.
- 4.1 Marion shall submit to Verizon in writing any request for a MAUL arrangement (each a "Preliminary Request"), and shall include a technical description of each such request, including number of pairs, type, and gauge of the cable to be installed by Verizon. Marion shall submit with its Preliminary Request an Application Fee as set forth in the Pricing Attachment hereto. The Preliminary Request shall be submitted by first class mail and also by fax or email to the following address, or such other address as Verizon may designate in writing:

MAUL Application Processing
c/o Verizon Collocation
185 Franklin Street, 5th Floor
Boston, MA 02110
Fax: (617) 743-4830
email at: collocation.applications@verizon.com
 - 4.2 Except under extraordinary circumstances, within forty-five (45) days of its receipt of a Preliminary Request Verizon shall provide to Marion a preliminary analysis of such Preliminary Request. The preliminary analysis shall confirm whether MAUL will be available at the designated Central Office in accordance with the terms hereof.
 - 4.3 Upon receipt of Verizon's preliminary analysis, Marion shall within sixty (60) days instruct Verizon whether to proceed with an engineering study and project plan (the "Preliminary Plan"). Upon its instruction to proceed with the Preliminary

Plan, Marion shall become liable for payment of the Engineering Fee as set forth in the Pricing Attachment hereto.

- 4.4 As soon as feasible, but not more than ninety (90) days after its receipt of a request for the Preliminary Plan, Verizon shall submit to Marion the Preliminary Plan, which shall include a detailed engineering plan, estimated installation intervals, and an itemized price quote for nonrecurring charges. The Parties shall work together cooperatively to modify the Preliminary Plan as may be necessary, and to produce a final engineering and project plan (the "Final Plan") in form and substance agreeable to both Parties.
 - 4.5 Not more than thirty (30) days after the Parties mutually agree to the Final Plan, Marion may instruct Verizon in writing to proceed with the Final Plan (such instruction, a "MAUL Order"). Upon submission of a MAUL Order, Marion shall submit to Verizon an initial payment equal to one-half of the non-recurring charges set forth in the Final Plan (or such other amount as may be mutually agreed by the Parties in the Final Plan), with the balance to be paid upon completion in accordance with the terms of the Agreement.
5. Technical Specifications. Except as otherwise agreed by the Parties in the Final Plan, each Party shall follow the following technical specifications on its side of the Point of Interface.
- 5.1 Verizon Specifications.
 - 5.1.1 Verizon will install appropriate terminating equipment (e.g., splice case(s)) in which to splice, terminate, ground, bond and protect the Marion metallic cable within the cable vault. In the event a Central Office selected by Marion is classified in a location exposed to DC stray currents, then isolating joints and/or fuse links will be installed.
 - 5.1.2 Verizon will provide and construct a metallic cable through an appropriate duct to a Verizon-designated space within the Central Office, and terminate the cable to protector blocks located on a protector frame constructed by Verizon in the Verizon-designated space in accordance with the Telcordia Generic Requirements for Telecommunications Line Protector Units (GR-974). Verizon will equip a number of protector modules equal to the entire number of metallic terminations in the MAUL arrangement (e.g., 200 pair cable must have 200 protector modules). Verizon will not provide AC or DC power at the MAUL arrangement, and Marion will not have access to the Verizon Central Office housing the MAUL arrangement.
 - 5.1.3 Verizon will install cabling from the protector frame to the main distribution frame in the Central Office in order to provide Marion with access to unbundled local Loops.
 - 5.2 Marion Specifications.
 - 5.2.1 Marion-provided metallic facilities on Marion's side of the Point of Interface shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), rules and regulations of the

Occupational Safety and Health Act (OSHA), and any further governing authority having applicable jurisdiction.

- 5.2.2 All Marion metallic facilities and splices must comply with Telcordia (Formerly Bellcore) Generic Requirements for Cable Entrance Splice Closures for Copper Cable (TR-NWT-001058), Cable Entrance Facility (CEF) and Building Planning Provisions (BR-760-200-030), Electrical Protection of Subscriber Outside Plant (BR 918-216-100), Electrical Protection of Central Offices (BR 876-200-100), American National Standards for Telecommunications Electrical Protection for Telecommunications Outside Plant (ANSI T1.316), American National Standards for Electrical Protection of Central Offices (ANSI T1-313) as they relate to fire, safety, health, environmental safeguards and interference with Verizon services and facilities.
- 5.2.3 Marion shall, at its own expense, be responsible for the installation, maintenance and provisioning of any air pressure requirements on the Marion metallic facilities. No air pressure equipment will be permitted at the Verizon Central Office.

6. Permissible Use.

- 6.1 A MAUL arrangement shall be used by Marion only for access (as otherwise permitted by applicable law) to unbundled local Loops for the purpose of serving its own end-user Customers served by the Central Office hosting the MAUL arrangement. Marion shall not use a MAUL arrangement to provide DS-1 or DS-3 services.
- 6.2 Notwithstanding any other provision of the Agreement or of any other agreement between the Parties, unbundled local Loops served by Marion through a MAUL arrangement shall not be subject to Line Sharing. "Line Sharing" for purposes of this Amendment is defined as a process by which a CLEC provides xDSL service over the same Loop that Verizon uses to provide voice service.
- 6.3 Signals supplied by Marion through the MAUL arrangement shall conform to the limitations set forth in the appropriate technical publication. Except as expressly set forth herein (or in the Final Plan), any special interface equipment necessary to achieve compatibility between the facilities of Marion and the facilities of Verizon or of third parties shall be provided by Marion at Marion's expense.
- 6.4 Marion shall ensure that all personnel that work on its network shall be trained to comply with the National Electrical Safety Code ("NESC") and other applicable industry standards. Marion will, upon request by Verizon, provide to Verizon documentation demonstrating that Marion employees working on the metallic network and performing necessary grounding have been adequately trained to comply with the NESC and other industry standards.
- 6.5 If at any time Verizon reasonably determines that either the equipment or the engineering and installation of Marion's network do not meet the requirements hereof, Marion will be responsible for the costs associated with either the removal or modification of the non-conforming equipment, or of any subsequent equipment, engineering, and installation necessary to render it compliant. If during the installation phase of a MAUL arrangement Verizon reasonably determines that any Marion designated equipment or facilities are unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, Verizon has the right to immediately stop all work on the

MAUL arrangement until the problem(s) Verizon identifies is corrected to Verizon's satisfaction. When any of the above conditions poses an immediate threat to the safety of Verizon employees, interferes with the performance of Verizon's service obligations, or poses an immediate threat to the physical integrity of the Cable Support Structure or any other facilities of Verizon, Verizon may perform such work and/or take such action that Verizon deems necessary without prior notice to the Marion. The reasonable cost of said work and/or actions under such emergency conditions shall be borne by Marion. Verizon reserves the right to remove products, facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS and Verizon standards.

7. Limitations. Verizon will not alter its existing network facilities to compensate for the addition of such facilities, including without limitation the additional length of Marion's interconnecting cable to the overall length of an unbundled Loop. Marion accepts full responsibility for any degradation of end-user service caused by the addition of facilities in accordance with this Amendment, and will reimburse Verizon for any and all costs incurred by Verizon (including without limitation for false dispatches or other work) where the trouble is found to result from Marion facilities or otherwise from the existence of the MAUL arrangement. The ordering and provisioning of MAUL arrangements hereunder shall not be subject to any performance standards or metrics (except for such standards and intervals, if any, as may be expressly agreed by the Parties in the Final Plan).
8. Miscellaneous Provisions.
 - 8.1 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 8.
 - 8.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
 - 8.3 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.
 - 8.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
 - 8.5 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. Nothing in this Amendment shall be construed to impose upon Verizon any obligation to provide to Marion any service (including without limitation any unbundled network elements) except as may be required under the Agreement and Applicable Law. 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.

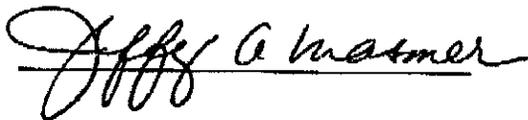
- 8.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 8.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 8.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

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

MARION TELEPHONE LLC

VERIZON NORTH INC. AND VERIZON SOUTH INC.

By: _____

By:  _____

Printed: James Keller

Printed: Jeffrey A. Masoner

Title: President

Title: Vice President - Interconnection Services

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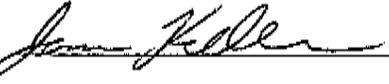
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PRICING ATTACHMENT TO AMENDMENT NO. 1

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 of this Attachment, Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Exhibit A to this Pricing Attachment.
- 1.5 The Charges stated in Exhibit A to this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A to this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amendment or the Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Marion Prices

Marion will not impose any Charges on Verizon pursuant or in connection with to this Amendment.

3. Regulatory Review of Prices

Notwithstanding any other provision of this Amendment or the Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

EXHIBIT A

**METALLIC ACCESS TO UNBUNDLED LOOPS
ILLINOIS**

APPLICATION AND ENGINEERING CHARGES

Application Fee, per Occurrence \$576.89

The Application fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing MAUL, including an on-site visit and preliminary investigation of the manhole/conduit systems, wire center and property.

Engineering Fee, per Occurrence Determined on an Individual Case Basis (ICB) based on actual engineering time and materials spent. A deposit of \$2,000 is due upon submission of instruction to proceed; the balance is due (or will be refunded) upon completion of the Final Plan, or upon submission of instruction to stop work.

The Engineering fee includes the actual planning and engineering time spent designing and engineering a specific MAUL arrangement. This fee does not include the preliminary site visit or any other work included in the Application Fee.

All other Non-Recurring Charges for Metallic Access to Unbundled Loops shall be determined on an Individual Case Basis (ICB) as described in the request and engineering process (as described in the Amendment) for Metallic Access to Unbundled Loops

MAUL CHARGES

Charges for Metallic Access to Unbundled Loops shall apply as follows. Additional charges may apply, as appropriate (in accordance with the Agreement and Applicable Law), based on final system design:

	<u>Nonrecurring</u>	<u>Monthly</u>
Metallic Cable Pull- Engineering, Per Project	\$316.30	--
Metallic Cable Pull Per Linear Foot	1.73	--
Metallic Cable Splice Engineering, Per Project	15.82	--
Metallic Cable Splice Greater than 200 Pair, Per DSO Pair	0.76	--
200 Pair or Less, Per DSO Pair	1.68	--
Facility Pull Per Linear Foot	\$0.62	--
<u>Cable Termination</u> DSO Cable (Connectorized) Per 100 Pair	2.50	--

DSO Cable (Unconnectorized) Per 100 Pair	24.95	--
<u>Subduct Space</u>		
Manhole, Per Project	--	\$4.56
Per Linear Foot	--	0.04
<u>Conduit Space (4" Duct)</u>		
Manhole, Metallic, Per Conduit	--	7.36
Metallic, Per Linear Foot	--	0.04
<u>Facility Termination-Material</u>		
DSO Cable, Per 100 Pair	--	2.27
<u>Cable Vault Space</u>		
Per 1200 Pair, Material, Per Splice	--	\$254.36
Per 1200 Pair, Per Cable	--	2.45
Per 900 Pair, Material, Per Splice	--	185.24
Per 900 Pair, Per Cable	--	2.22
Per 600 Pair, Material, Per Splice	--	122.65
Per 600 Pair, Per Cable	--	1.58
Per 100 Pair, Material, Per Splice	--	25.89
Per 100 Pair, Per Cable	--	0.36
<u>Cable Rack Space</u>		
Metallic DSO, Per Linear Foot	--	0.0029
<u>Labor Rates, Per Technician</u>		
Basic Business Day		
1st Half Hour	\$26.81	--
Each Additional Half Hour	13.41	--
Overtime Non-Business Day		
1st Half Hour	100.00	--
Each Additional Half Hour	75.00	--
Premium Non-Business Day		
1st Half Hour	150.00	--
Each Additional Half Hour	125.00	--