

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF MISSOURI**

BETWEEN

Charter Fiberlink-Missouri, LLC

AND

Embarq Missouri, Inc.

**Effective: September 5, 2008
End Date: June 14, 2009**

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into by and between **Charter Fiberlink-Missouri, LLC**, a Delaware limited liability company ("CLEC"), and **Embarq Missouri, Inc.** ("Embarq"), a Missouri corporation, which are collectively referred to herein as "the Parties," to establish the rates, terms and conditions for local interconnection, collocation, local resale and the purchase of unbundled network elements for the state of **Missouri**.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the state of Missouri entered into by and between Kentucky Data Link, Inc. and Embarq Missouri, Inc., dated June 15, 2007, as filed with the appropriate state regulatory authority ("Adopted Agreement"), and as amended herein.
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between CLEC and Embarq pertaining to the subject matter hereof, applicable to the state of **Missouri**.

2. PARTIES

For the purposes of this Agreement, **Charter Fiberlink-Missouri, LLC** is hereby substituted in the Adopted Agreement for Kentucky Data Link, Inc.; and Embarq Missouri, Inc., shall remain as the other Party to the Adopted Agreement.

3. TERM

This Agreement shall become effective on **September 5, 2008**, and, unless earlier terminated in accordance with its terms, shall continue in force until **June 14, 2009** which corresponds with the End Date of the Adopted Agreement.

4. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

If to "CLEC":

Charter Fiberlink-Missouri, LLC
Attn: Legal Department – Telephone
12405 Powerscourt Drive
St. Louis, Missouri 63131

If to Embarq:

Director – Contract Management
Embarq
KSOPKB0401-413
9300 Metcalf Avenue
Overland Park, KS 66212

*Embarq – Charter Fiberlink-Missouri, LLC
Interconnection, Collocation And Resale Agreement-MO
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With a Copy To:

Charter Communications, Inc.
Attn: Corporate Telephone – Carrier
Relations
12405 Powerscourt Drive
St. Louis, Missouri 63131

and

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346

IN WITNESS WHEREOF, CLEC and Embarq have caused this Agreement to be executed by their respective duly authorized representatives.

CLEC:
Charter Fiberlink-Missouri, LLC

By: *Patricia S. Lewis*

Name: Patricia Lewis

Title: VP Service Fulfillment – Telephone

Date: *9/10/08*

Embarq:
Embarq Missouri, Inc.

By: *Michael R. Hunsucker*

Name: Michael R. Hunsucker

Title: Director - Contract Management

Date: *9-15-08*

*Embarq – Charter Fiberlink-Missouri, LLC
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