

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI
AND
EVEREST MIDWEST LICENSEE, LLC**

The Interconnection Agreement by and between Southwestern Bell Telephone Company¹ d/b/a AT&T Missouri ("AT&T Missouri") and Everest Midwest Licensee LLC d/b/a SureWest (f/k/a Everest Midwest Licensee), is hereby amended as follows.

WHEREAS, AT&T Missouri and Everest Midwest Licensee ("Everest Midwest Licensee") are the parties to that certain "Interconnection Agreement - Missouri" dated as of August 22, 2005 (the "Agreement"); and

WHEREAS, Everest Midwest Licensee has changed its name to "Everest Midwest Licensee LLC d/b/a SureWest", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Missouri and Everest Midwest Licensee LLC d/b/a SureWest hereby agree as follows:

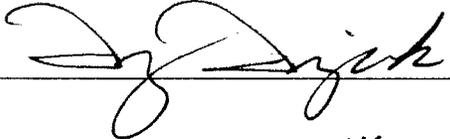
1. The Agreement is hereby amended to reflect the name change from "Everest Midwest Licensee" to "Everest Midwest Licensee LLC d/b/a SureWest."
2. AT&T Missouri shall reflect that name change from "Everest Midwest Licensee" to "Everest Midwest Licensee LLC d/b/a SureWest" only for the main billing account (header card) for each of the accounts previously billed to Everest Midwest Licensee. AT&T Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Missouri's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Everest Midwest Licensee LLC d/b/a SureWest affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Everest Midwest Licensee with AT&T Missouri for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Everest Midwest Licensee LLC d/b/a SureWest shall operate with AT&T Missouri under the "Everest Midwest Licensee LLC d/b/a SureWest" name for those accounts. Such operation shall include, by way of example only, submitting orders under Everest Midwest Licensee LLC d/b/a SureWest, and labeling (including re-labeling) equipment and facilities with Everest Midwest Licensee LLC d/b/a SureWest.
4. Section 4.0 Effective Date and Term of Agreement of the General Terms and Conditions is amended by adding the following section:
 - 4.1.1 Notwithstanding anything to the contrary in this Section 4, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from November 10, 2008 until November 10, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Everest Midwest Licensee, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

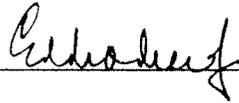
¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. 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.

Everest Midwest Licensee, LLC d/b/a SureWest

Southwestern Bell Telephone Company d/b/a AT&T Missouri by AT&T Operations, Inc., its authorized agent

By: 

By: 

Printed: GREG GIERCZAK

Printed: Eddie A. Reed, Jr.

Title: EXECUTIVE DIRECTOR -
EXTERNAL RELATIONS
(Print or Type)

Title: Director-Interconnection Agreements

Date: 10/15/08

Date: 11-6-08

Switch Based OCN # 3991

ACNA EVT