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September 9, 2009

Bresnan Broadband of Utah, LLC
Attn: Alex Harris
One Manhattan Road
Purchase, NY 10577

Re: Interpretation and Application of Section 3.1.1 of the Interconnection Attachment to the Essential Facilities Agreement.

Dear Mr. Harris:

By their signatures below, Bresnan Broadband of Utah, LLC ("Bresnan") and UBTA-UBET Communications, Inc. ("UBET") hereby agree to interpret and apply Section 3.1.1 of the Interconnection Attachment to the Essential Facilities Agreement between the parties as follows:

- 1) Transiting of Local/EAS traffic between the Parties shall be deemed to be "enabled" within a third party tandem switch if:
 - a) Local/EAS traffic completes correctly when the Parties route such traffic to each other via the trunk groups each Party otherwise maintains between its network and that tandem switch; and
 - b) the per minute of use charges billed by the third party tandem provider to each Party for transiting of Local/EAS traffic originated by that Party for termination to the other Party are equal to or less than the third party tandem provider's standard per minute of use transiting charges applicable to Local/EAS traffic.

- 2) If, pursuant to point 1, above, transiting of Local/EAS traffic between the Parties is not deemed to be "enabled" within such third party tandem switch, such transiting shall be subsequently deemed "enabled" if:
 - a) the third party tandem provider, without expense to the Parties, subsequently modifies that tandem switch or billing system to allow correct completion and billing of such transited traffic; or
 - b) Bresnan, in its sole discretion and at its sole expense, pays any one-time fees levied by the third party tandem provider to enable such transiting and the third party undertakes and completes all work necessary to enable such transiting; or

ATTACHMENT A

- c) Bresnan, in its sole discretion and at its sole expense, negotiates, arbitrates or litigates with the third party tandem provider, pays resulting one-time fees, if any, levied by the third party tandem provider to enable such transiting and the third party undertakes and completes all work, if any, necessary to enable such transiting.
- 3) Under no circumstances shall UBET bear any expense, liability or obligation related to any negotiation or arbitration between Bresnan and the third party tandem provider, except for such expense, liability or obligation which UBET may incur as a result of its intervention in such negotiation or arbitration, or for any special or one-time costs specifically associated with the enabling of transiting within the third party tandem switch.
- 4) In the event transiting of Local/EAS traffic between the Parties is not enabled within the third party tandem switch and Bresnan chooses not to undertake actions to cause such transiting to be enabled, the Parties will default to Direct Interconnection pursuant to Section 3.2 of the Interconnection Attachment to the Essential Facilities Agreement.

UBTA-UBET Communications, Inc.

By: 

Name: Bruce H. Todd

Title: CEO/General Manager

Date: September 10, 2009

Bresnan Broadband of Utah, LLC

By: 

Name: ALEX J. HARRIS

Title: VP NETWORK PLANNING & INFRASTRUCTURE AFFAIRS

Date: 9 SEPTEMBER 2009