

August 27, 2010

Mr. Jeff Derouen Executive Director Public Service Commission 211 Sower Boulevard P. O. Box 615 Frankfort, KY 40602

Re: Filing of Amendments

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendments. The documents have been electronically filed with the Commission.

Ruddata Corporation Interconnection Amendment Case No. 00181

Windstream NuVox, Inc. f/k/a NuVox Communications, Inc. d/b/a NuVox Interconnection Amendment Case No. 00027

Win.Net Telecommunications, Inc. Interconnection Amendment Case No. 00525

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Mary K. Keyer

Enclosure

845175

AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN

WINDSTREAM NUVOX, INC. F/K/A NUVOX COMMUNICATIONS, INC. D/B/A NUVOX AND

BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY

This Amendment modifies the Interconnection Agreement by and between Windstream NuVox, Inc. f/k/a Nuvox Communications, Inc. d/b/a Nuvox, and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"). AT&T and Windstream NuVox, Inc. f/k/a Nuvox Communications, Inc. d/b/a Nuvox (Windstream NuVox) are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, AT&T and Windstream NuVox, Inc. f/k/a Nuvox Communications, Inc. d/b/a Nuvox are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 2/18/2010 (the "Agreement"); and

WHEREAS, on December 12, 2007, the Kentucky Public Service Commission ("KPSC") issued its Order in Case No. 2004-00427 (Change of Law) Proceeding to Consider Amendments to Interconnection Agreements Resulting from Changes of Law; and

WHEREAS, on February 22, 2010, the United States District Court for the Eastern District of Kentucky issued an order reversing, in part, the Kentucky Order; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Court's decision ("Order"); and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

- 1. Attachment 2 Network Elements and Other Services of the Interconnection Agreement implementing the Change of Law (the "Generic Change of Law Amendment") is amended as follows:
 - 1.1 Change beginning of Section 3.2.1 to read "The data LEC or Voice LEC" and remove AT&T.
 - Delete the following sentence in Section 3.2.1: " . "When AT&T owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the NID at the customer's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port."
 - 1.3 Add the following language to Section 2.4.3.5:

If the DS1/DS3 loop is made of fiber optic cable and the end user's customer premise has not previously been served by any loop facility, AT&T Kentucky is not obligated to unbundle.

1.4 Add the following language to Section 2.4.3.6:

AT&T Kentucky is not required to provide access to hybrid loops for broadband services but is required to provide access to the features, functions, and capabilities of their hybrid loops.

- 2. The Parties hereby agree to remove the rates for the AT&T Kentucky provided splitter as reflected in Pricing Schedule Exhibit A, Pricing Sheet Kentucky of the Agreement. For clarification, the rates which are being removed are struck through on the sheet attached hereto as Pricing Schedule Exhibit A
- 3. Nothing in this Amendment shall be deemed to modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
- 4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 5. Reservation of Rights. In entering into the 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.
- 6. This Amendment shall be effective thirty (30) days after the date of the last signature executing the Amendment ("Effective Date").
- 7. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.

AMENDMENT-KENTUCKY COURT ORDER FEBRUARY 22, 2010 - CASE: 3:08-CV-00007-DCR PAGE 3 OF 3

AT&T KENTUCKY, WINDSTREAM NUVOX, INC. F/K/A NUVOX COMMUNICATIONS, INC. D/B/A NUVOX 051210

Windstream NuVox, Inc. f/k/a Nuvox Communications, Inc. d/b/a Nuvox By: What ()	BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky by AT&T Operations, Inc. , its authorized agent By:							
Name: Michael D. Rhod-	Name: Eddie A. Reed, Jr.							
Title: SVP- Government Affords	Title: Director- Interconnection Agreements							
Date: 8 11 10	Date: 8-23-(0							

Pricing Sheet - Kentucky															
CATEGORY	RATE ELEMENTS	Interim	Zone BCS	USOC	RATES(\$)					Submitted	Charge -	Charge -		Charge -	
LINE SPLITTING	3														
LINE SPETITION	3		<u> </u>							I	I			<u> </u>	
END US	END USER ORDERING-CENTRAL OFFICE BASED														
	Line Splitting - per line activation DLEC owned splitter		UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical		UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87						
	Line Splitting - per line activation AT&T owned - virtual		UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87						
END USER ORDERING - REMOTE SITE LINE SPLITTING															
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter		UEPSR UEPSB	URERS	0.61	56.73	22.96	7.20	7.20						
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned		UEPSR UEPSB	URERA		53.73	21.31								