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May 21, 2008

Ms. Stephanie Stumbo
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Agreement and Amendments

Dear Ms. Stumbo:

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

Aero Communications, LLC
Interconnection Agreement
Case No. 00134-AM *09*

Progress Telecom, LLC
Interconnection Amendment
Case No. 00790-AM *03*

AT&T Communications of the
South Central States, LLC
Interconnection Amendment *2000-00465*
Case No. 00139-AM *15*

TCG Ohio
Interconnection Amendment *1997-00179*
Case No. 00132-AM *16*

Lightyear Network Solutions, LLC
Interconnection Amendment *1996-00600*
Case No. 00142-AM *15*

XO Communications Services, Inc.
Interconnection Amendment
Case No. 00655-AM *07*

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

Sincerely,

Mary K. Keyer
General Counsel/Kentucky

Enclosure

711760

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE
AND
LIGHTYEAR NETWORK SOLUTIONS, LLC**

The Interconnection Agreement dated October 26, 2005 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Lightyear Network Solutions, LLC ("Lightyear") ("Agreement") effective in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee is hereby amended as follows:

1. The Parties agree that **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from October 25, 2008 until October 25, 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 Lightyear, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. The Agreement is also amended as follows to reflect prior changes of law, and Lightyear acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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.
6. This Amendment shall be filed with and is subject to approval by the Commissions and shall become effective thirty (30) days from the date of the last signature executing the Amendment.

Lightyear Network Solutions, LLC

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T TennesseeBy: Name: John J. Greive

(Print or Type)

Title: VP AND GENERAL COUNSEL

(Print or Type)

Date: 4-24-08By: Name: Kristen E. ShoreTitle: DirectorDate: 5/14/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u>5409</u>	<u>UID</u>	MISSISSIPPI	<u>5317</u>	<u>UID</u>
FLORIDA	<u>3135</u>	<u>UID</u>	NORTH CAROLINA	<u>3137</u>	<u>UID</u>
GEORGIA	<u>5348</u>	<u>UID</u>	SOUTH CAROLINA	<u>5369</u>	<u>UID</u>
KENTUCKY	<u>1940</u>	<u>UID</u>	TENNESSEE	<u>5390</u>	<u>UID</u>
LOUISIANA	<u>5015</u>	<u>UID</u>			