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February 3, 2009

RECEIVED

FEB 4 2009

PUBLIC SERVICE  
COMMISSION

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

Re: Filing of Amendment

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendment. The document has been electronically filed with the Commission.

NOW Communications, Inc.  
Interconnection Amendment  
Case No. 00159

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

Sincerely,

Mary K. Keyer  
General Counsel/Kentucky

Enclosure


728978

**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  
NOW COMMUNICATIONS, INC.**

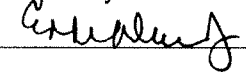
The Interconnection Agreement dated February 19, 2006 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and NOW Communications, Inc. and Cleartel Telecommunications, Inc. dba NOW Communications dba VeraNet Solutions ("NOW") ("Agreement") effective in the state(s) 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 3.1 of the General Terms and Conditions is amended by adding the following section:
  - 3.1.1 Notwithstanding anything to the contrary in this section 3.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from 12/29/2008 until 12/ 29/2011 (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 NOW, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. The Parties each acknowledge and agree that they 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 Commission(s) and shall become effective on the date of the last signature executing the Amendment.

NOW Communications, Inc. and Cleartel  
Telecommunications, Inc. dba NOW  
Communications d/b/a VeraNet Solutions

By:   
Name: Ransom P. Muenich  
(Print or Type)  
Title: PRESIDENT  
(Print or Type)  
Date: 12-16-08

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 by AT&T Operations, Inc.,  
its Authorized Agent

By:   
Name: Eddie A. Reed, Jr.  
Title: Director  
Date: 1-14-09

|           | <u>OCN #</u> | <u>ACNA</u> |                | <u>OCN #</u> | <u>ACNA</u> |
|-----------|--------------|-------------|----------------|--------------|-------------|
| ALABAMA   | <u>9315</u>  | <u>NOW</u>  | MISSISSIPPI    | <u>9292</u>  | <u>NOW</u>  |
| FLORIDA   | <u>9353</u>  | <u>NOW</u>  | NORTH CAROLINA | <u>9317</u>  | <u>NOW</u>  |
| GEORGIA   | <u>3788</u>  | <u>NOW</u>  | SOUTH CAROLINA | <u>9318</u>  | <u>NOW</u>  |
| KENTUCKY  | <u>9360</u>  | <u>NOW</u>  | TENNESSEE      | <u>9444</u>  | <u>NOW</u>  |
| LOUISIANA | <u>9316</u>  | <u>NOW</u>  |                |              |             |