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December 9, 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.

Norlight, Inc.
Interconnection Amendment
Case No. 00206

Sun-Tel USA, Inc.
Interconnection Amendment
Case No. 00338

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Mary K. Keyer".

Mary K. Keyer

Enclosure

878213

**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
NORLIGHT, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY**

This Amendment modifies the Interconnection Agreement by and between Norlight, Inc., and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"). AT&T and Norlight, Inc. 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 Norlight, Inc. are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 04/21/03 (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. The Interconnection Agreement is amended as follows:

- 1.1 Remove the first sentence of Section 3.4.1 that includes BellSouth d/b/a AT&T Kentucky and replace it with the sentence as follows:

The Data LEC, Voice CLEC, or a third party may provide the splitter.

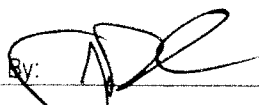
- 1.2 Delete the last sentence in Section 3.4.1: "When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port."

- 1.3 Add the following sentence to the end of Section 2.1.3:

Further, 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 hybrid loops.

2. The Parties hereby agree to remove the rates for the AT&T provided splitter as reflected in Attachment 2, Exhibit A 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 become effective thirty (30) days following the date of the last signature executing the Agreement ("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.

Norlight, Inc.

By: 

Name: John Cincelli

Title: as President

Date: 11/24/10

BellSouth Telecommunications, Inc. d/b/a
AT&T Kentucky by AT&T Operations, Inc., its
authorized agent

By: 

Name: Patrick R. Doherty

Title: Director - Regulatory

Date: 12-6-10

Resale OCN# _____

ULEC OCN# _____

CLEC OCN# _____

ACNA - _____

Approved as to form

Legal

By ppc Date 11/15/2010

Pricing Sheet - Kentucky																					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
LINE SPLITTING																					
	END USER ORDERING-CENTRAL OFFICE BASED																				