

**AMENDMENT TO THE INTERCONNECTION AGREEMENT  
BETWEEN  
THE ELECTRIC & WATER PLANT BOARD OF THE CITY OF FRANKFORT  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY**

This Amendment modifies the Interconnection Agreement by and between The Electric & Water Plant Board of the City of Frankfort, and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"). AT&T and The Electric & Water Plant Board of the City of Frankfort 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 The Electric & Water Plant Board of the City of Frankfort are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 5/17/2007 (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 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. 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.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. 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.

5. This Amendment shall become effective thirty (30) days following the date of the last signature executing the Agreement ("Effective Date").
6. 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.

The Electric & Water Plant Board of the City of  
Frankfort

By: Herb Bannister

Name: Herb Bannister

Title: Interim General Manager

Date: May 19, 2010

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

By: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.

Title: Director- Interconnection Agreements

Date: 5.26.10

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