

**Amendment to the Agreement
Between
SouthEast Telephone, Inc.
and
BellSouth Telecommunications, Inc.
Dated October 9, 2001**

Pursuant to this Amendment, (the "Amendment"), SouthEast Telephone, Inc. (SouthEast), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2001 ("Agreement") to be effective the date of the last signature executing the Amendment.

WHEREAS, BellSouth and SouthEast entered into the Agreement on October 9, 2001, and;

WHEREAS, BellSouth and SouthEast are amending the Agreement to add rates, terms and conditions for Remote Site Line Splitting;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add the terms and conditions in Amendment Exhibit 1, attached hereto and incorporated herein by this reference, to Attachment 2.
2. The Parties agree to add the rates set forth in Amendment Exhibit 2, attached hereto and incorporated herein, to Exhibit C of Attachment 2.
3. All of the other provisions of the Agreement dated October 9, 2001 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: EA George
Name: Elizabeth R. A. Skirish
Title: Director
Date: 1/5/07

SouthEast Telephone, Inc.

By: Darrell Maynard
Name: Darrell Maynard
Title: President
Date: 12/24/2003

1. Remote Site Line Splitting

- 1.1 Remote Site Line Splitting allows a provider of data services (a “Data LEC”) and a provider of voice services (a “Voice CLEC”) to deliver voice and data service to End Users served by a Remote Site (“RS”) over the same local sub-loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 1.2 When SouthEast is not providing both voice and data, SouthEast shall provide BellSouth with a signed Letter of Authorization (LOA) between it and the Data LEC or Voice CLEC with which it desires to provision Remote Site Line Splitting services.
- 1.3 The Voice CLEC will submit trouble reports for the voice service. When SouthEast is not providing both voice and data, the Data LEC will submit trouble reports for the data service, as the authorized agent for the Voice CLEC. For all other subsequent activity, BellSouth will deal only with the Voice CLEC unless authorized to deal with the Data LEC.
- 1.4 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular sub-loop.

2. Provisioning of Remote Site Line Splitting and Splitter Space

- 2.1 To order Remote Site Line Splitting on a particular sub-loop, the Data LEC must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the End User of such sub-loop.
- 2.2 The Voice CLEC or Data LEC will provide its own splitters in a remote site for the provision of remote site line splitting.
- 2.3 BellSouth will charge SouthEast the rates set forth in Exhibit A for Cable Pair Activation/Deactivation for CLEC Owned Splitters at RS.
- 2.4 Once a splitter is installed in a remote site in which the Data LEC’s DSLAM is located, SouthEast or its authorized agent shall be entitled to order the Remote Site Line Splitting on lines served out of that remote site. BellSouth will bill and SouthEast shall pay the applicable rate for SouthEast’s Remote Site Line Splitting End User’s activation.
- 2.5 Data Lec may use the splitters referenced in Section 2.4 to provide digital subscriber line services to its customers. Existing Collocation rules and procedures shall apply. SouthEast or its authorized agent will be required to activate cable pairs in no less than 8 (eight) pair increments.
- 2.6 Any splitters installed by Data LEC in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards.

- 2.7 The following procedures are applicable for migration to RS Line Splitting Service with Data LEC/Voice CLEC provided splitter from a UNE platform (UNE-P) arrangement, BellSouth Retail Voice Service, and Remote Site Line Sharing Data LEC/Voice CLEC provided splitter.
- 2.7.1 Migration from UNE-P. End Users currently receiving voice service from a Voice CLEC through UNE-P may be converted to Remote Site Line Splitting arrangements by SouthEast or its authorized agent ordering Remote Site Line Splitting Service. The UNE-P arrangement will be converted to a stand-alone UNE sub-Loop, a UNE port, collocation cross connect and the high frequency spectrum line activation.
- 2.7.2 Migration from BellSouth Retail Voice. End Users currently receiving BellSouth Retail Voice Service may be converted to Remote Site Line Splitting arrangements by SouthEast or its authorized agent ordering Remote Site Line Splitting Service. It is the responsibility of SouthEast or its authorized agent to determine if the Loop is compatible for Remote Site Line Splitting Service. SouthEast or its authorized agent may use the existing sub-Loop unless it is not compatible with the Data LEC's data service and SouthEast or its authorized agent submits an LSR to BellSouth to change the Loop.
- 2.7.3 Migration from Line Sharing. End Users currently being served by Remote Site Line Sharing service with Data LEC/Voice CLEC provided splitter may be converted to Remote Site Line Splitting arrangements by SouthEast or its authorized agent ordering Remote Line Splitting Service. It is the responsibility of SouthEast or its authorized agent to determine if the Loop is compatible for Remote Site Line Splitting Service. SouthEast or its authorized agent may use the existing sub-Loop unless it is not compatible with the Data LEC's data service and SouthEast or its authorized agent submits an LSR to BellSouth to change the Loop.
- 3. Remote Site Line Splitting – End User Ordering**
- 3.1 SouthEast shall use BellSouth's Remote Splitter Ordering Document (RSOD) to activate and deactivate CLEC owned splitters at the Remote Site for use with DS0 Collocation Connecting Facility Assignments (CFA) for use with Remote Site Line Splitting.
- 3.2 BellSouth shall provide SouthEast the Local Service Request (LSR) format to be used when ordering Remote Site Line Splitting service.
- 3.3 BellSouth will provide SouthEast access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and SouthEast shall pay the rates for such services as described in Exhibit B.
- 3.4 BellSouth will provide Loop Modification to SouthEast on a sub-loop in accordance with BellSouth procedures, which may be found posted to the web at

http://www.interconnection.bellsouth.com/markets/lec/line_sharing_collab/index.html. Nonrecurring rates for this offering are as set forth in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for Remote Site Line Splitting, if modification of that Loop significantly degrades BellSouth's voice service. If SouthEast requests modifications on a sub-loop and requested modifications significantly degrade the voice services on the Loop, SouthEast shall pay for the Loop to be restored to its original state. BellSouth will not remove load coils on sub-loops where the sub-loop is loaded for voice service.

4. Remote Site Line Splitting - Maintenance and Repair

- 4.1 SouthEast shall inform its end users to direct all problems to SouthEast or its authorized agent. The Voice CLEC and Data LEC will each be responsible for maintaining its own equipment.
- 4.2 If SouthEast is not the data provider, SouthEast shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.
- 4.3 SouthEast shall have access for repair and maintenance purposes to any sub-loop for which it has access to the High Frequency Spectrum. SouthEast may test from the collocation space or the Termination Point.
- 4.4 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement at the Remote Site belonging to the Data LEC, BellSouth will notify SouthEast or its authorized agent. SouthEast or its authorized agent will verbally provide at least one but no more than two (2) connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, SouthEast or its authorized agent will provide BellSouth an LSR with the new CFA pair information within 24 hours. If SouthEast or its authorized agent fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue SouthEast's access to Remote Site Line Splitting on such sub-loop. BellSouth will not be responsible for any loss of data as a result of this action.

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2		Exhibit: C				
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	
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
										First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN
LINE SHARING AND LINE SPLITTING - COST BASED RATES																	
REMOTE SITE LINE SPLITTING																	
		Remote Site Line Share BellSouth Owned Splitter, 24 Port				ULS	ULSRB	37.00	1,135.55	37.75	0.00	0.00					
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation				ULS	ULSTG		99.63	0.00	92.00	0.00					
		Remote Site Shared Loop Construction, Per 8 Pair Increments				ULS	ULSCX	3.54	385.18	3.75	323.61	4.30					
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 Splitter				UEPSR UEPSB	URERA		53.73	21.31							
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		Remote Site 2 Wire Analog Voice Grade Loop - Service Level 1- Line Splitting - CLEC Owned Splitter Zone 1		1		UEPSR UEPSB	UEARS	6.34	85.03	39.05	59.81	7.90					
		Remote Site 2 Wire Analog Voice Grade Loop - Service Level 1- Line Splitting - CLEC Owned Splitter Zone 2		2		UEPSR UEPSB	UEARS	9.06	85.03	39.05	59.81	7.90					
		Remote Site 2 Wire Analog Voice Grade Loop - Service Level 1- Line Splitting - CLEC Owned Splitter Zone 3		3		UEPSR UEPSB	UEARS	14.82	85.03	39.05	59.81	7.90					