

**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
BRANDENBURG TELECOM LLC**

The Interconnection Agreement dated April 30, 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 Brandenburg Telecom LLC ("Brandenburg") effective in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee ("Agreement") is hereby amended as follows:

1. 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 December 13, 2007 until December 13, 2010 (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 Brandenburg, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
2. The Parties agree to delete Attachment 2, Network Elements and Other Services rates, terms and conditions, in its entirety.
3. The Parties agree to add Sections 31 and 32 to the General Terms and Conditions as follows:
 - 31. White Pages Listings**
 - 31.1 BellSouth shall provide KDL and its End Users access to white pages directory listings under the following terms:
 - 31.2 Listings. KDL shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include KDL residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between KDL and BellSouth End Users. KDL shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
 - 31.3 Unlisted/Non-Published End Users. KDL will be required to provide to BellSouth the names, addresses and telephone numbers of all KDL End Users who wish to be omitted from

- directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.
- 31.4 Inclusion of KDL End Users in Directory Assistance Database. BellSouth will include and maintain KDL End User listings in BellSouth's Directory Assistance databases. KDL shall provide such Directory Assistance listings to BellSouth at no charge.
- 31.5 Listing Information Confidentiality. BellSouth will afford KDL's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 31.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 31.7 Rates. So long as KDL provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to KDL one (1) basic White Pages directory listing per KDL End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement.
- 32 Directories. BellSouth or its agent shall make available White Pages directories to KDL End User at no charge or as specified in a separate agreement between KDL and BellSouth's agent.
- 32.1 Procedures for submitting KDL Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 32.2 KDL authorizes BellSouth to release all KDL SLI provided to BellSouth by KDL to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such KDL SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 32.3 No compensation shall be paid to KDL for BellSouth's receipt of KDL SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of KDL's SLI, or costs on an ongoing basis to administer the release of KDL SLI, KDL shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of KDL's SLI, KDL will be notified. If KDL does not wish to pay its proportionate share of these reasonable costs, KDL may instruct BellSouth that it does not wish to release its SLI to independent publishers, and KDL shall amend this Agreement accordingly. KDL will be liable for all costs incurred until the effective date of the amendment.

- 32.4 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by KDL under this Agreement. KDL shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate KDL listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to KDL any complaints received by BellSouth relating to the accuracy or quality of KDL listings.
- 32.5 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

4. The Parties agree to add Section 12 to Attachment 3 as follows:

12. Call Related Databases

12.1 911 and E911 Databases. BellSouth shall provide KDL with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR § 51.319 (f).

12.1.2 Automatic Location Identification/Data Management Systems (ALI/DMS). The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. KDL will be required to provide BellSouth daily updates to E911 database. KDL shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

12.1.2 Technical Requirements. BellSouth shall provide KDL the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to KDL after KDL provides End User information for input into the ALI/DMS database.

12.1.2.1 KDL shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at <http://www.interconnection.bellsouth.com/guides>.

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

6 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.

7 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.

Brandenburg Telecom 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 Tennessee, by AT&T Operations,
Inc., its authorized agent**

By: *Allison Will*
Name: *Allison Willoughby*
(Print or Type)
Title: *President*
(Print or Type)
Date: *12/11/08*

By: *Reed*
Name: Eddie A. Reed
Title: Director - Interconnection Agreement
Date: *12-20-08*

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			