

**Amendment to the Agreement  
Between  
Communication Lines, Inc.  
and  
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  
Dated April 13, 2007**

Pursuant to this Amendment, (the "Amendment"), Communication Lines, Inc. (Communication Lines), and 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"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 13, 2007 (Agreement) to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and Communication Lines entered into the Agreement on April 13, 2007, and;

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 delete the exclusions and limitations on services available for resale for the state of Kentucky and replace with the exclusions and limitations on services as set forth in Exhibit 1 attached herein by this reference.
2. All of the other provisions of the Agreement, dated April 13, 2007, shall remain in full force and effect.
3. 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.
4. 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.

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

**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: \_\_\_\_\_

*Kristen E. Shore*

Name: Kristen E. Shore

Title: Director

Date: 5/22/07

**Communication Lines, Inc.**

By: \_\_\_\_\_

*Stan Efferding*

Name: Stan Efferding

Title: Vice President

Date: 5-15-07

**EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)**

Type of Service		KY	
		Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes
2	Promotions - > 90 Days(Note 2 &3)	Yes	Yes
3	Promotions - < 90 Days (Note 2 & 3)	Yes	No
4	Lifeline/Link Up Services	Yes	Yes
5	911/E911 Services	Yes	Yes
6	N11 Services (Note 1)	No	No
7	MemoryCall® Service	Yes	No
8	Mobile Services	Yes	No
9	Federal Subscriber Line Charges	Yes	No
10	Nonrecurring Charges	Yes	Yes
11	EUCL Charge	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No