

**Amendment to the Interconnection Agreement
Between
tw telecom of kentucky llc
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky**

Dated December 2, 2007

Pursuant to this Amendment, (the "Amendment"), tw telecom of kentucky llc (TWTC), and d/b/a AT&T Kentucky (AT&T), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 2, 2007 (Agreement) to be effective as of the date of the last signature to the amendment..

WHEREAS, AT&T and TWTC entered into the Agreement on December 2, 2007;

WHEREAS this Amendment applies to the State of Kentucky, 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 replace the Notices contacts in Section 19.1 of the General Terms and Conditions with the following for TWTC:

Tina Davis
Sr. VP & Deputy Counsel
tw telecom inc.
10475 Park Meadows Drive
Littleton, CO 80124
Tel. 303-566-1279
Fax. 303-566-1010
tina.davis@twtelecom.com

Copy to:
Carolyn Ridley
Vice President Regulatory, Southeast
tw telecom inc.
2078 Quail Run Drive
Bowling Green, KY 42104
Cell 615-584-7372
Office 270-782-1716
carolyn.ridley@twtelecom.com

2. The Parties agree to replace the language in Attachment 6 Section 2.3.2 in its entirety with the following:

The Parties shall place orders for services by submitting an LSR to the other Party.
AT&T shall bill TWTC an electronic service order charge at the rate set forth in the applicable Attachment to the Agreement for each LSR submitted by means of an electronic interface. AT&T shall bill TWTC a manual

service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g., mail, fax, courier, etc.). TWTC shall bill AT&T a single manual OSS charge per LSR associated with the port-back of a telephone number to AT&T's switch as set forth in Exhibit A to Attachment 2 of this Agreement until such time as electronic ordering is provided by TWTC to AT&T. At such time, the applicable electronic OSS charge as set forth in Exhibit A to Attachment 2 of this Agreement would apply. To the extent TWTC performs another OSS function for AT&T that AT&T performs for TWTC pursuant to this Agreement, the Parties shall amend this Agreement to include such function subject to the same rates, terms and conditions that apply to AT&T under this Agreement. An individual LSR will be identified for billing purposes by its PON.

3. All of the other provisions of the Agreement, dated December 2, 2007, shall remain 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.

5. 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.

tw telecom of kentucky llc

By: tw telecom management co. llc, its sole member

BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky

by AT&T Operations, Inc., its authorized agent

Signature: Tina Davis

Signature: Eddie Reed, Jr.

Name: Tina Davis
~~Senior Vice President~~
~~Deputy General Counsel~~

Name: Eddie A. Reed, Jr.

Title: Sr. Vice President and Deputy General Counsel

Title: Director – Interconnection Agreements

Date: 2/2/2010

Date: 2-9-10