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November 6, 2014

Jeff R. Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

PSC Reference: 01009

Dear Mr. Derouen:

Attached please find on behalf of Foothills Rural Telephone Company the first amendment to its negotiated agreement with ALEC, LLC (fka ALEC, Inc.). The original agreement was filed under Case: 2008-00439 and is being revised under mutual agreement with the two parties.

This filing is being made electronically. Should you have any questions or require hard copies of this filing, please call me at 770-649-1886.

Sincerely,

A handwritten signature in black ink that reads 'Eileen M Bodamer'. The signature is fluid and cursive, with the first and last names being more prominent.

Eileen M Bodamer
Consultant to Foothills Telephone Cooperative Corporation, Inc.

Enclosures
Cc (electronically):
Susan Fairchild, Foothills Telephone Cooperative Corporation, Inc.
Mark Hayes, ALEC, LLC

Amendment No. 1 to the Agreement

Between

Foothills Rural Telephone Company

and

ALEC, Inc.

Filed: October 8, 2008 / Case: 2008-00439

Pursuant to this Amendment, ("Amendment"), ALEC, Inc. ("CLEC") and Foothills Rural Telephone Company ("FRTC"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Interconnection Agreement between the Parties dated October 8, 2008 under Case No. 2008-00439 to be effective upon approval by the Kentucky Public Service Commission or thirty (30) days following the last signature date on the Amendment, if no such approval is issued.

WHEREAS, FRTC and CLEC entered into the Agreement on October 8, 2008, and;

WHEREAS, FRTC and CLEC desire to amend the Agreement to modify provisions to incorporate various changes including the implementation of Local Number Portability ("LNP");

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.

AGREEMENT

1. References to "ALEC, Inc." are revised to say "ALEC, LLC" throughout the Agreement.

2. Section 11.1 (Notice provisions) is modified as follows; all other subsections to Section 11 remain unchanged by this Amendment:

11. Notices

11.1 Notice given by one Party to the other under this Agreement must be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and is effective when received and properly addressed to:

For CLEC:

Mark I. Hayes, VP CLEC Operations
250 W. Main Street Suite 1920
Lexington KY 40507
O: (859) 721-4224

E: mark.hayes@momentumtelecom.com

Todd Zittrouer, Chief Operating Officer
222 Chastain Meadows Court, Suite 100
Kennesaw, GA 30144
O: (678) 399-9440
E: todd.z@momentumtelecom.com

Legal copy to:
Charles Richardson
880 Montclair Road, Suite 400
Birmingham, AL 35213
Office: (205) 978-4411
Email: richardson@momentumtelecom.com

For FRTC:

Ruth Conley, General Manager/CEO
Foothills Rural Telephone Cooperative
1621 KY Rte 40 W., P.O. Box 240
Staffordsville, KY 41256
Tel: 606-297-3501 fax: 606-297-2000

With a copy to:
Regulatory Manager, Foothills Rural Telephone Cooperative
1621 KY Rte 40 W., P.O. Box 240
Staffordsville, KY 41256
Tel: 606-297-3501 fax: 606-297-2000

3. Section 18, Local Number Portability, is deleted in its entirety and replaced with the following:

18. Local Number Portability

18.1 The Parties will offer service provider local number portability ("LNP") in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Under this arrangement, the new Telecommunications Carrier must directly provide Telephone Exchange Service to the End User porting the telephone number. For a port request to be valid, the End User must retain his or her original number; be located either at the same location or at a location within the same Rate Center Area before and after the port; and be served directly by the Telecommunications Carrier requesting the port with a Telecommunications Service.

18.2 The Parties agree that the industry has established Local Routing Number ("LRN")

technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.

- 18.3 This Agreement does not govern geographic portability where the End User moves outside the rate center. Geographic portability is not allowed under this Agreement.
- 18.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council ("NANC") procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and the Central Office Code Assignment Guidelines.
- 18.5 Service Management System ("SMS") Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center ("NPAC") Service Management System ("SMS").
- 18.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 18.7 Porting of Reserved Numbers. End Users of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User has paid to reserve, only if there is at least one working telephone number in the group.
- 18.8 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 18.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.
- 18.10 Obligations of Both Parties
- a. CLEC is responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.
 - b. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User; the ported telephone number will be released back to the carrier that is the code bolder or block holder.
 - c. Each Party will designate a Single Point of Contact to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
 - d. Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
 - e. Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information

Database when it ports the end-user's telephone number to its switch.

- f. Either Party has the right, but not the obligation, to provide other services, including advanced services, to any end user that may be served by the other Party.

4. This Amendment shall remain in effect as long as the Agreement remains effective between the Parties.

5. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change,

The Parties, intending to be legally bound hereby, have executed this Amendments as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

ALEC, LLC

Foothills Rural Telephone Cooperative

By: Mark / Hayes

By: Ruth Conley

Title: VP CLEC Operations

Title: General Manager/CEO

Date: 11/05/14

Date: 11/06/14