

**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
BUDGET PREPAY, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY**

This Amendment modifies the Interconnection Agreement by and between Budget PrePay, Inc., and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"). AT&T and Budget PrePay, Inc. are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, AT&T and Budget PrePay, Inc. are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 11/12/2008 (the "Agreement"); and

WHEREAS, on December 12, 2007, the Kentucky Public Service Commission ("KPSC") issued its Order in Case No. 2004-00427 (Change of Law) Proceeding to Consider Amendments to Interconnection Agreements Resulting from Changes of Law; and

WHEREAS, on February 22, 2010, the United States District Court for the Eastern District of Kentucky issued an order reversing, in part, the Kentucky Order; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Court's decision ("Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Exhibit A to the Amendment to Interconnection Agreement implementing the Change of Law (the "Generic Change of Law Amendment") is amended as follows:

- 1.1 Remove the text of Section 13.5.1 that states AT&T Kentucky may provide the splitter.
- 1.2 Delete the following sentence in 13.5.1: "Where AT&T Kentucky owns the splitter, AT&T Kentucky shall provide the splitter functionality upon request and consistent with the FCC's rules, and shall establish the necessary processes in its OSS to facilitate Budget PrePay, Inc.'s ability to engage in line splitting arrangements."
- 1.3 Add the following language to Section 15.4.1:

If the DS1/DS3 loop is made of fiber optic cable and the end user's customer premise has not previously been served by any loop facility, AT&T Kentucky is not obligated to unbundle.

1.4 Add the following language to Section 16:

AT&T Kentucky is not required to provide access to hybrid loops for broadband services but is required to provide access to the features, functions, and capabilities of their hybrid loops.

2. The Parties hereby agree to remove the rates for the AT&T Kentucky provided splitter as reflected in Attachment 2, Exhibit A of the Agreement. For clarification, the rates which are being removed are struck through on the sheet attached hereto as Pricing Schedule Exhibit A
3. Nothing in this Amendment shall be deemed to modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into the 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.
6. This Amendment shall be effective thirty (30) days after the date of the last signature executing the Amendment ("Effective Date").
7. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.

Budget PrePay, Inc.

By:

Name:

Title:

Date:

[Handwritten signature]
Eddie Reed
Dir
5/13/10

BellSouth Telecommunications, Inc. d/b/a
AT&T Kentucky by AT&T Operations, Inc.
Its authorized agent

By:

Name:

Title:

Date:

[Handwritten signature]
Eddie A. Reed, Jr.
Director- Interconnection Agreements
5-19-10

Resale OCN# _____

ULEC OCN# _____

CLEC OCN# _____

ACNA - _____

Pricing Sheet - Kentucky																
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
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	37.02	24.20	21.10	9.87						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	37.02	24.20	21.10	9.87						
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			UEPSR UEPSB	URERA		53.73	24.34								