

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

3050 K STREET, N.W.

SUITE 400

WASHINGTON, D.C. 20007

(202) 342-8400

NEW YORK, NY
TYSONS CORNER, VA

CHICAGO, IL

STAMFORD, CT

PARSIPPANY, NJ

BRUSSELS, BELGIUM

AFFILIATE OFFICES
MUMBAI, INDIA

FACSIMILE

(202) 342-8451

www.kelleydrye.com

DIRECT LINE: (202) 342-8614

EMAIL: dsmith@kelleydrye.com

April 28, 2011

RECEIVED

APR 29 2011

PUBLIC SERVICE
COMMISSION

BY OVERNIGHT DELIVERY

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

Re: Amendment to Interconnection Agreement Between West Kentucky Rural
Telephone Cooperative Corporation, Inc. and MCC Telephony of the
South, LLC

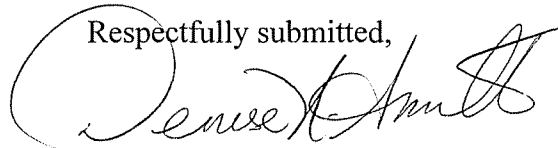
Dear Mr. Derouen:

01100-AM 02

Enclosed for filing please find one original, four copies and an electronic version, in CD format, of the executed Amendment to the Interconnection Agreement Between West Kentucky Rural Telephone Cooperative Corporation, Inc. and MCC Telephony of the South, LLC. The original interconnection agreement was approved by the Kentucky Public Service Commission by letter dated November 4, 2010 in PSC Ref. No. 01100.

Also enclosed is a duplicate of this filing. Kindly date-stamp the duplicate and return it to the undersigned in the enclosed self addressed and postage paid envelope. If you have any questions about this filing, please contact the undersigned at (202) 342-8614 or via e-mail at dsmith@kelleydrye.com.

Respectfully submitted,



Denise N. Smith

Enclosures

cc: Marty Clift, Regulatory Manager, West Kentucky RTCC, Inc.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
West Kentucky Rural Telephone Cooperative Corporation, Inc.
AND
MCC Telephony of the South, LLC**

This 1st Amendment edits Appendix A ("Designation of Interconnection Point(s), Compensation, Charges, Directory Listing Services") to the Interconnection Agreement ("Agreement"), executed March 26, 2010, between West Kentucky Rural Telephone Cooperative Corporation, Inc. ("WK&T") and MCC Telephony of the South, LLC ("MCC") for use in the State of Kentucky.

WITNESSETH:

WHEREAS, WK&T and MCC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated March 26, 2010; and

WHEREAS, the Parties seek to clarify the Local Exchange Service areas within and between which the Parties will exchange Local Traffic pursuant to the Agreement;

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

1. The Parties agree that Appendix A of the Agreement should be amended by replacing, in its entirety, the table listing the Local Exchange Service areas between which the Parties will exchange Local traffic.
2. In particular, traffic exchanged between the parties via the mid-span meet point, is limited to Local Traffic between the Parties' respective valid NPA-NXX codes associated with the Local Exchange Service areas listed on the attached table.
3. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
5. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

6. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1 and 2 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

7. All of the other provisions of the Agreement shall remain in full force and effect.

8. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective upon the last date of signature (the "Amendment Effective Date").

In Witness Whereof, this Amendment to the Agreement was exchanged in triplicate on this ____ day of March, 2011 by MCC Telephony of the South, LLC and West Kentucky Rural Telephone Cooperative Corporation, Inc., signing by and through its duly authorized representative.

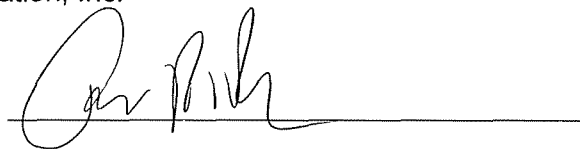
MCC Telephony of the South, LLC

West Kentucky Rural Telephone Cooperative Corporation, Inc.

By:



By:



Name:

Daniel P. Templin

Name:

Trevor R. Bonnstetter

Title:

Group Vice President

Title:

C.E.O.

Date:

4/13/2011

Date:

March 25, 2011

APPENDIX A
WEST KENTUCKY TELEPHONE COOPERATIVE CORPORATION, INC. and SPRINT

List of Exchanges

West Kentucky Exchange NXX	Mediacom Exchange NXX
Fairdealing	Fairdealing, Hardin
Lynn Grove	Lynn Grove, Kirksey, Hazel, South Hazel
New Concord	New Concord, Hazel, South Hazel
Hardin	Hardin, Fairdealing
Kirksey	Kirksey, Lynn Grove
Hazel	Hazel, Lynn Grove, New Concord, Puryear, Cypress, South Hazel, Cottage Grove