

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON SOUTH INC., F/K/A GTE SOUTH INCORPORATED
AND
AT&T WIRELESS SERVICES, INC.**

THIS FIRST AMENDMENT to Interconnection Agreement (the "Agreement") which became effective October 15, 1999, is by and between Verizon South Inc., f/k/a GTE South Incorporated ("Verizon") and AT&T Wireless Services, Inc. ("AWS"), Verizon and AWS being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of Kentucky (the "State").

WHEREAS, the Agreement was approved by the Commission's Order dated December 8, 1999 in Docket No. 97-183; and

WHEREAS, subsequent to the approval of the Agreement, AWS and Verizon agreed to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article V, Section 7.2 of the Agreement which stated:

Distribution. Upon directory publication, GTE will arrange for the initial distribution of the directory to AWS for delivery by AWS to its customers within the GTE coverage area at no charge.

AWS will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

Is hereby deleted and replaced with the following language:

Distribution. Upon directory publication, Verizon will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge in the same manner it provides initial distribution of such directories to its own Customers.

AWS will supply Verizon in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable Verizon to perform its distribution responsibilities.

2. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.
3. By execution of this First Amendment, the Agreement shall continue in effect in accordance with, and subject to, the term and termination provisions of the Agreement.

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.*

**VERIZON SOUTH INC.
F/K/A GTE SOUTH INCORPORATED**

AT&T WIRELESS SERVICES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

* Verizon has agreed to allow this Amendment to become effective upon execution in order to permit AWS to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.