

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE
AND
COMMPARTNERS, LLC**

The Interconnection Agreement dated March 4, 2005 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and CommPartners, LLC ("CommPartners") ("Agreement") effective in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee is hereby amended as follows:

1. The Parties agree that **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from April 3, 2008 until March 2, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from CommPartners, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. Section 19.1 of the General Terms and Conditions is amended by replacing the current language with the following:
 - 19.1 With the exception of billing notices, governed by Attachment 7, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Michelle Peters / Executive Assistant
STREET ADDRESS	3291 North Buffalo Drive, Suite 150
CITY, STATE, ZIP CODE	Las Vegas, NV 89129
FACSIMILE NUMBER	702.365.8647
E-MAIL ADDRESS	MPeters@CommPartnersConnect.com
PHONE NUMBER*	702.367.8647 X1042
	COPY TO:
NAME/TITLE	Kristopher E. Twomey/Counsel
STREET ADDRESS	1425 Leimert Boulevard, Suite 404
CITY, STATE, ZIP CODE	Oakland, CA 94602
FACSIMILE NUMBER	510.868.8418
E-MAIL ADDRESS	kris@lokt.net
PHONE NUMBER*	510.903.1304
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398

FACSIMILE NUMBER	(214) 464-2006
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- *Informational only and not to be considered as an official notice*

vehicle under this Section.

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

4. The Agreement is also amended as follows to reflect prior changes of law, and CommPartners acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.
7. This Amendment shall be filed with and is subject to approval by the Commissions and shall become effective "on the date of the last signature executing the Amendment".

CommPartners, LLC

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

By: 

Name: David S. Clark

(Print or Type)

Title: CEO

(Print or Type)

Date: June 16, 2008

By: 

Name: Kristen E. Shore

Title: Director

Date: 6/18/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u> </u>	<u> </u>	MISSISSIPPI	<u> </u>	<u> </u>
FLORIDA	<u>709C</u>	<u>OPB</u>	NORTH CAROLINA	<u> </u>	<u> </u>
GEORGIA	<u>221D</u>	<u>OPB</u>	SOUTH CAROLINA	<u> </u>	<u> </u>
KENTUCKY	<u>534C</u>	<u>OPB</u>	TENNESSEE	<u> </u>	<u> </u>
LOUISIANA	<u> </u>	<u> </u>			