

AMENDMENT  
TO INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL  
STATES, INC. DATED AUGUST 13, 1997  
KENTUCKY

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the South Central States, Inc. ("AT&T"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties August 13, 1997 ("Interconnection Agreement").

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, BellSouth and AT&T hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to include the following terms and conditions for Order Coordination – Time Specific:

**2.2.3.16 Order Coordination – Time Specific**

2.2.3.16.1 "Order-Coordination-Time Specific" is a chargeable option and refers to service order coordination in which AT&T requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. If AT&T specifies a time outside the regular working hours as defined below, or selects a time or quantity of loops in excess of 14 that require BellSouth technicians to work outside regular working hours, overtime charges may apply in addition to the OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked.

2.2.3.16.2 For purposes of this Amendment, BellSouth's regular working hours are defined as follows:

2.2.3.16.2.1 Monday – Friday – 8:00 a.m. – 6:00 p.m. (Excluding Holidays)  
(Resale/UNE non-coordinated, coordinated  
orders and order coordination-time specific)

2.2.3.16.2.2 Saturday - 8:00 a.m. – 6:00 p.m. (Excluding Holidays)  
(Resale/UNE non-coordinated orders)

2.2.3.16.3 It is understood and agreed that BellSouth technicians involved in provisioning service to AT&T may work shifts outside of BellSouth's regular working hours as defined in Section 2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that AT&T requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hour and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of AT&T, BellSouth will not assess AT&T additional charges beyond the rates and charges specified in this Agreement.

2. Part IV, Table 1 of the General Terms and Conditions of the Interconnection Agreement is hereby amended to include the following rate for OC-TS:

<b>Order Coordination-Time Specific</b>	<b>USOC</b>	<b>Kentucky</b>
NRC- Incremental Charge - per LSR	OCOSL	\$55.00*

\* Rate is interim, subject to true up once permanent rates are ordered by Commission.

3. All of the other provisions of the Agreement, dated August 13, 1997, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**AT&T Communications of the  
South Central States, Inc.**

**BellSouth Telecommunications, Inc.**

**Signature on File**

By: \_\_\_\_\_

Name: Bill C. Peacock

Title: Director – Local Svcs. & Access Mgt.

Date: June 16, 2000

**Signature on File**

By: \_\_\_\_\_

Name: Jerry Hendrix

Title: Senior Director

Date: 6/12/00