

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
GTE SOUTH INCORPORATED
AND
AIRTOUCH PAGING OF KENTUCKY, INC.**

THIS FIRST AMENDMENT ("Amendment") to the Interconnection Agreement (the "Agreement"), effective January 29, 1999, is by and between GTE South Incorporated ("GTE") and AirTouch Paging of Kentucky, Inc. ("AirTouch") (GTE and AirTouch being referred to collectively as the "Parties" and individually as a "Party"). The Agreement covers the Parties respective interconnection arrangements in the state of Kentucky (the "State").

WHEREAS, the Agreement was approved by the Commission's (as defined in the Agreement) Order dated January 29, 1999 in Case No. 98-558; and

WHEREAS, the Parties have agreed to amend certain provisions contained in Article IV to reflect the Parties' current business practices.

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

1. In Article IV, Section 2.2, the following words are inserted before the fourth sentence thereof (the sentence beginning with the words "Charges for traffic"):

"If AirTouch or an IXC directs traffic be delivered via separate trunk groups pursuant to Section 4.3.2 hereof, ".

2. In Article IV, Section 4.3.2 of the Agreement, including all subsections thereof, is hereby deleted in its entirety and the following new Section 4.3.2. is substituted therefore:

"4.3.2 AirTouch and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. AirTouch and GTE will support the provisioning of trunk groups that carry combined Local Traffic, intraLATA toll, optional EAS traffic and interLATA toll ("Combined Trunk Groups"). To the extent AirTouch desires to have any Interexchange Carrier ("IXC") terminate switched access traffic to AirTouch, using jointly provided switched access facilities routed through a GTE access tandem and not through the Combined Trunk Groups, it is the responsibility of AirTouch to arrange for such IXC to issue an ASR to GTE to direct GTE to route the traffic over such joint switched access facilities. Until GTE receives an ASR

from an IXC, GTE will route the switched access traffic between the IXC and AirTouch over such Combined Trunk Groups. If an IXC indicates that it does not want its traffic routed to or from AirTouch, GTE will not route the traffic over the separate joint switched access facilities or the Combined Trunk Groups.

3. In Article IV, Section 4.5 of the Agreement is hereby deleted in its entirety.
4. In Article IV, the second sentence of Section 5 of the Agreement is hereby deleted in its entirety.
5. Except as specifically modified by this Amendment, the Agreement shall remain unmodified and in full force and effect.
6. If any provision in the Agreement conflicts with this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives and it shall be effective upon execution by both Parties.

GTE South Incorporated

AirTouch Paging of Kentucky, Inc.

By: _____

By: _____

Name: _____

Name: Terry D. Kramer

Title: _____

Title: President

Date: _____

Date: _____