

**Amendment to the Market Agreement
Between
Cinergy Communications Company and
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
Dated September 11, 2006**

This Amendment is entered into by and between Cinergy Communications Company (Cinergy) and 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”) hereinafter referred to collectively as the “Parties,” to amend that certain Market Agreement between the Parties dated September 11, 2006 (“Market Agreement”) to be effective as of the date of the last signature to the amendment.

WHEREAS, Cinergy has changed the name of said business to Norlight, Inc. and in Florida, Norlight, Inc. d/b/a Cinergy Communications (Norlight), a Kentucky corporation.


WHEREAS, the Parties desire that the Market Agreement be amended to reflect the correct corporate entity name.

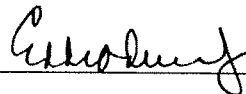
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

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. The name of Cinergy Communications Company (Cinergy) in the Market Agreement is hereby deleted throughout the Market Agreement and replaced with Norlight, Inc. and in Florida, Norlight, Inc. d/b/a Cinergy Communications (Norlight).
3. All of the other provisions of the Market Agreement, dated September 11, 2006, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Telecommunications Act of 1996.
5. 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.


Norlight, Inc., and in Florida, Norlight, Inc. d/b/a
 Cinergy Communications

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
 AT&T Operations, Inc., its authorized agent

By: 
 Name: John P. Cinelli
 as President
 Title: President
 Date: 4/6/09

By: 
 Name: Eddie A. Reed, Jr.
 Title: Director – Interconnection Agreements
 Date: 5-12-09

**Approved as to form
 Legal**

By:  Date: 4/7/2009

	<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____
FLORIDA	_____	_____
GEORGIA	_____	_____
TENNESSEE	_____	_____

	<u>OCN #</u>	<u>ACNA</u>
MISSISSIPPI	_____	_____
NORTH CAROLINA	_____	_____
KENTUCKY	_____	_____