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June 20, 2014

RECEIVED

JUN 30 2014

PUBLIC SERVICE
COMMISSION

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Commercial Amendments Placed on File at the Commission

Dear Mr. Derouen:

Please find enclosed electronic receipt notifications for the following:

- 1) The Amendment to remove transit traffic service in the commercial agreement between AT&T Kentucky and TNCI Operating Company LLC
- 2) The Amendment to change the CLEC name and update the notices section in the Local Wholesale Complete agreement between AT&T Kentucky and TNCI Operating Company LLC

These documents were filed with the Commission on June 20, 2014.

Pursuant to the Commission's Order issued on December 12, 2007, in *In re: Petition to Establish Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*, Case No. 2004-00427, these filings are being solely made pursuant to the Commission's Order and are not a request by AT&T Kentucky for approval of the commercial agreements and amendments by this Commission. AT&T Kentucky specifically reserves all rights and maintains its position that this Commission has no authority over such agreements. These filings should not be viewed as constituting a waiver of that position.

Sincerely,

Enclosures

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC 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, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

TNCI OPERATING COMPANY LLC



Signature: eSigned - Jeff Compton

Signature: eSigned - William A. Bockelman

Name: eSigned - Jeff Compton
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: CEO/President
(Print or Type)

Title: Director
(Print or Type)

Date: 07 Jun 2014

Date: 09 Jun 2014

TNCI Operating Company LLC

BellSouth Telecommunications, LLC 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, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ALABAMA	778B	230D
CALIFORNIA	778B	864C
FLORIDA	778B	839B
GEORGIA	778B	433C
ILLINOIS	778B	025C
INDIANA	778B	251C
KANSAS	778B	520D
KENTUCKY	778B	939B
LOUISIANA	778B	232E
MICHIGAN	778B	841B
MISSISSIPPI	778B	941B

MISSOURI	778B	236D
NEVADA	778B	237D
NORTH CAROLINA	778B	945D
OHIO	778B	943B
OKLAHOMA	778B	783D
SOUTH CAROLINA	778B	362D
TENNESSEE	778B	784D
TEXAS	778B	600C
WISCONSIN	778B	844B

Description	ACNA Code(s)
ACNA(s)	RNA

**AMENDMENT TO
TRANSIT AGREEMENT
BY AND BETWEEN**

**BellSouth Telecommunications, LLC 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, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana
Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company
d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T
Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company
d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN
AND
TNCI OPERATING COMPANY LLC**

The Transit Agreement by and between BellSouth Telecommunications, LLC 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, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN (“AT&T”) (previously referred to as “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, AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin”) and TNCI Operating Company LLC (f/k/a Trans National Communications International, Inc.) (“CLEC”), is hereby amended as follows.

WHEREAS, CLEC and AT&T are Parties to certain Commercial Agreement pursuant to which AT&T provides Transit Traffic Service (“Transit Traffic Service Agreement”) dated March 2, 2009 and as subsequently amended (the “Agreement”); and

WHEREAS, TNCII has changed its name to “TNCI Operating Company LLC”, and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T and TNCI hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. In the states of Alabama, Georgia, Florida, Illinois, Louisiana, Michigan, Mississippi, Nevada, Ohio, South Carolina, Tennessee, Texas and Wisconsin, the Parties agree to reflect the name change from “Trans National Communications International, Inc.” to “TNCI Operating Company LLC”.
 - 2.1 AT&T shall reflect that name change from “Trans National Communications International, Inc.” to “TNCI Operating Company LLC” only for the main billing account (header card) for each of the accounts previously billed to TNCII. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, TNCI affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously

used by TNCII with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

2.2 Once this Amendment is effective, TNCI shall operate with AT&T under the "TNCI Operating Company LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under TNCI, and labeling (including re-labeling) equipment and facilities with TNCI. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T to update Carrier's name on all applicable billing accounts (BANS), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

3. The Parties agree to add Sections 18.1.3 and 18.2.5 of the General Terms and Conditions to the Agreement:

18.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T has provided such information in section 18.3 below.

18.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T.

4. The Parties agree to replace Sections 18.3 of the General Terms and Conditions of the Agreement with the following:

18.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Jeff Compton CEO/President
STREET ADDRESS	114 E. Haley Street; Suite A
CITY, STATE, ZIP CODE	Santa Barbara, CA 93101
PHONE NUMBER*	(805) 560-7809
FACSIMILE NUMBER	(805) 965-2476
EMAIL ADDRESS	jcompton@tncii.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

5. For the states of California, Indiana, Kansas, Kentucky, Missouri, North Carolina & Oklahoma the Parties agree to remove the following state(s) from the CLEC's Terms and Conditions as well as the Appendix Pricing for the purchase of Transit Traffic Service in the state(s) of California, Indiana, Kansas, Kentucky, Missouri, North Carolina and Oklahoma. AT&T will

provide Transit Traffic Service under the terms of the Interconnection Agreement between CLEC and AT&T under Sections 251 and 252 of the Communications Act of 1996 (“Interconnection Agreement”) subject to Section 5.1 below.

- 5.1 This Transit Traffic Agreement for California, Indiana, Kansas, Kentucky, Missouri, North Carolina and Oklahoma shall terminate on the date the transit rates go into effect pursuant to the approval by the Commission(s) of the applicable transit traffic amendment to the Interconnection Agreement.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Effective Date of this Amendment shall be ten (10) days after both Parties’ final authorizing signatures have been affixed to this Amendment.