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November 8, 2012

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

Re: Filing of Amendment

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendment. The document has been electronically filed with the Commission.

MCImetro Access Transmission Services, LLC  
Interconnection Amendment  
Case No. 00038

USA Mobility Wireless, Inc.  
Paging Amendment  
Case No. 00607

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Mary K. Keyer

Enclosure

1049916

**AMENDMENT TO THE INTERCONNECTION AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T KENTUCKY  
AND  
MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

This Amendment (the "Amendment") amends the Interconnection Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Kentucky ("AT&T Kentucky") (previously referred to as "BellSouth Telecommunications, Inc.") and MCImetro Access Transmission Services LLC ("CLEC"). AT&T Kentucky and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T Kentucky and CLEC are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective November 5, 2006 and as subsequently amended (the "Agreement");

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to delete the existing Section 2, "Term of the Agreement," of the General Terms and Conditions of the Agreement in its entirety and replace it with a new Section 2 as set out below:

"2. Term of the Agreement

- 2.1 The initial term of this Agreement shall expire on November 4, 2012 and shall apply to the BellSouth territory in the state of Kentucky. At the conclusion of the initial term and except as set forth below, this Agreement shall not terminate but shall continue month-to-month.
- 2.2 At any time after one hundred and eighty (180) days after the expiration of the initial term, either Party may serve the other Party with written notice of a request for negotiation and the other Party shall have thirty (30) calendar days to respond in writing indicating if it wishes to pursue a successor agreement or terminate the Agreement. If a Party wishes to pursue a successor agreement, it shall attach a written request to commence negotiations with the other Party under Sections 251/252 of the Act. Upon receipt of a Party's Sections 251/252 request, the Parties shall commence good faith negotiations for a successor agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) calendar days after commencing the negotiation referred to in Section 2.2, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. This Agreement shall remain in effect while the Parties are in negotiations or arbitration pursuant to Sections 251/252 of the Act. The Parties agree that in the event the Commission does not issue its Arbitration order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, the Subsequent Agreement ultimately ordered by the Commission, or negotiated by the Parties and subsequently approved by the Commission, will be effective upon the effective date set forth in the Subsequent Agreement.
- 2.4 Notwithstanding the foregoing, in the event this Agreement converts to a month-to-month term, and the Parties are not in negotiation pursuant to Sections 251/252 of the Act, then either Party may terminate this Agreement upon sixty (60) calendar days written notice to the other Party. If BellSouth provides notice to MCI that BellSouth intends to terminate the Agreement, then MCI shall have thirty (30) calendar days from receipt of such notice to provide written notice to BellSouth that MCI wishes to negotiate a Subsequent Agreement pursuant to Sections 251/252 of the Act. If MCI responds to BellSouth that it wishes to negotiate a Subsequent Agreement, then BellSouth's notice of termination and ability to convert to BellSouth's then current standard interconnection

agreement will be suspended while the Parties are in negotiations or arbitration pursuant to Sections 251/252 of the Act. If the Parties cease to be in negotiations or arbitration pursuant to Sections 251/252 of the Act, and the Parties have not entered into a Subsequent Agreement, then the remainder of the original sixty (60) days notice period shall resume from the point of suspension, e.g. if MCI sent written notice on Day 15 the clock would resume with Day 16. If MCI does not provide timely written notice to BellSouth, then BellSouth shall continue to offer services to MCI, pursuant to BellSouth's then current standard interconnection agreement or MCI may exercise its rights under Section 252(i) of the Act. If BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as set forth in such Subsequent Agreement."

2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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 Agreement (including, but not limited to, 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 the Agreement or which may be the subject of further review.
4. This Amendment shall not modify the Effective Date of the underlying Agreement.
5. This Amendment shall be filed with and is subject to approval by the Kentucky Public Service Commission and shall become effective ten (10) days following approval by such Commission.

**MCImetro Access Transmission Services LLC**

**BellSouth Telecommunications, LLC d/b/a  
AT&T Kentucky by AT&T Services, Inc., its  
authorized agent**

By: Kathy Jaspersen for

By: Patrick Doherty

Printed: Peter Reynolds

Printed: Patrick Doherty

Title: Director Contract Management  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: October 31, 2012

Date: 11-5-12

**MCImetro Access Transmission Services LLC OCNs and ACNAs for Kentucky**

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
KENTUCKY	7149		7149
			7228
	7229, 7826	7229	7229
ACNA -	ICF, MFZ, WUA		

MCImetro Access Transmission Services LLC may add unique combinations of OCNs and ACNAs to, or delete unique combinations of OCNs and ACNAs from the above list of OCNs and ACNAs with the consent of AT&T Kentucky, which consent shall not be unreasonably withheld, conditioned or delayed.