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April 15, 2008

Ms. Stephanie Stumbo
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Agreements and Amendments

Dear Ms. Stumbo:

Enclosed for filing is a CD-ROM containing the following Agreements and Amendments. These documents have been electronically filed with the Commission.

Access Integrated Networks, Inc.
Interconnection Amendment *1998-00195*
Case No. 00043 -AM *20*

AT&T Communications of the
South Central States, LLC
Interconnection Amendment *2000-00465*
Case No. 00139 -AM *14*

DSLnet Communications, LLC
Interconnection Amendment *1999-00078*
Case No. 00073 -AM *18*

Lafayette City-Parish Consolidated
Government
Interconnection Agreement
00946-AI 01

Mextel Communications, Inc.
d/b/a The Dunnellon Phone Company,
The Florida Phone Company and
The Phone Company
Interconnection Agreement *00947-AI 01*

Phone Home, Inc.
Resale Agreement *1999-00321*
Case No. 00532 -AM *02*

Premier Connection, Inc.
Resale Agreement *1999-00492*
Case No. 00412 -AM *04*

TCG Ohio
Interconnection Amendment *1997-00179*
Case No. 00132 -AM *15*

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

Sincerely,

Mary K. Keyer
General Counsel/Kentucky

Enclosure

709286



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**Amendment to the Agreement
Between
TCG Ohio
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 March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), TCG Ohio (TCG), 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," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006 (Agreement) to be effective after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, the Parties entered into the Agreement on March 14, 2006, and;

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, the Parties hereby covenant and agree as follows:

1. The Parties agree that Section 13.1 of the General Terms & Conditions, "Service Quality Measurement" is deleted in its entirety and replaced with the following:

13.1 Notwithstanding any language of Attachment 9 (Performance measures/Remedies) to the contrary, TCG Ohio, agrees that AT&T Kentucky shall provide no remedy payments to TCG Ohio. All other obligations under Attachment 9 - Service Quality Measurements shall remain in full force and affect.
2. All of the other provisions of the Agreement, dated March 14, 2006, shall remain in full force and effect.
3. Either or both of the Parties are 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.
4. By 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.

TCG Ohio

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:

Bill C. Peacock

Name: Bill C. Peacock

Title: Director-Interconnection
Agreements

Date:

3/13/08

By:

Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date:

3/18/08

OCN #

ACNA

KENTUCKY

TCG-KY