



Richard T. Howell
Area Manager – Regulatory Relations

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May 21, 2015

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

Re: Filing of Interconnection Agreement Amendment

Mr. Derouen:

Please find attached to this cover letter the electronic submission of the following filing:

The Amendment to update Notices to the current interconnection agreement between AT&T Kentucky and tw telecom of kentucky llc; **Reference No. 00929.**

This document is being electronically filed with the Commission on May 21, 2015. Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard T. Howell".

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY

AND

TW TELECOM OF KENTUCKY LLC



Signature: eSigned - Gary BlackSignature: eSigned - William A. BockelmanName: eSigned - Gary Black
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: VP Carrier Relations
(Print or Type)Title: Director
(Print or Type)Date: 13 May 2015Date: 14 May 2015

tw telecom of kentucky llc

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

State	Resale OCN	ULEC OCN
KENTUCKY	8402	178B

Description	ACNA Code(s)
ACNA(s)	XPC,TIM

**AMENDMENT TO THE AGREEMENT
BETWEEN
TW TELECOM OF KENTUCKY LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a **AT&T KENTUCKY** ("**AT&T KENTUCKY**") and tw telecom of kentucky 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"), approved November 2, 2007 and as subsequently amended (the "Agreement"); and

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to replace the CLEC Notices information in Section 19.3 of the General Terms and Conditions of the Agreement with the following:

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Level 3 Communications, LLC Attn: Legal – Interconnection Services
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	N/A

With a copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Level 3 Communications, LLC Attn: VP – Carrier Relations
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	N/A
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	N/A

With a copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Carolyn Ridley Level 3 Communications - Senior Director of State Public Policy
STREET ADDRESS	2078 Quail Run Drive
CITY, STATE, ZIP CODE	Bowling Green, KY 42104
PHONE NUMBER*	(615) 584-7372
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Carolyn.Ridley@Level3.com

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 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.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.