



AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203

T: 502.582.8219
F: 502.582.1573
mary.keyer@att.com

May 21, 2008

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

Re: Filing of Agreement and Amendments

Dear Ms. Stumbo:

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

Aero Communications, LLC
Interconnection Agreement
Case No. 00134-AM ϕ 9

Progress Telecom, LLC
Interconnection Amendment
Case No. 00790-AM ϕ 3

AT&T Communications of the
South Central States, LLC
Interconnection Amendment 2000-00465
Case No. 00139-AM 15

TCG Ohio
Interconnection Amendment 1997-00179
Case No. 00132-AM 16

Lightyear Network Solutions, LLC
Interconnection Amendment 1996-00600
Case No. 00142-AM 15

XO Communications Services, Inc.
Interconnection Amendment
Case No. 00655-AM ϕ 7

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

Sincerely,

Mary K. Keyer
General Counsel/Kentucky

Enclosure

711760



at&t

WHOLESALE AGREEMENT

Customer Name: Aero Communications, LLC

Aero Communications, LLC MFN MCImetro (KY)	2
Adoption Papers	3
Signature Page	6
Exhibit 1	7

CLEC Agreement with:
Aero Communications, LLC

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Aero Communications, LLC ("Aero Communications"), a Delaware corporation on behalf of itself, 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"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the MCImetro Access Transmission Services, L.L.C. ("MCI") Interconnection Agreement for the State of Kentucky;

WHEREAS, Aero Communications has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and MCImetro Access Transmission Services, L.L.C. ("MCI") dated November 5, 2006 for the State of Kentucky.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Aero Communications and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Aero Communications and AT&T shall adopt in its entirety the MCImetro Access Transmission Services, L.L.C. ("MCI") Interconnection Agreement dated November 5, 2006 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCImetro Access Transmission Services, L.L.C. ("MCI") Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Table of Contents	1
Title Page	1
Adoption Papers	4
Exhibit 1 Cover Page	1
MCImetro Access Transmission Services, L.L.C.	496
TOTAL	503

3. In the event that Aero Communications consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Aero Communications under this Agreement.
4. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the MCImetro Access Transmission Services, L.L.C. ("MCI") Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the MCImetro Access Transmission Services, L.L.C. ("MCI") Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature. For the avoidance of doubt, this Agreement shall expire with the MCImetro Access Transmission Services, L.L.C. ("MCI") Interconnection Agreement, on November 4, 2009.
5. Aero Communications shall accept and incorporate any amendments to the MCImetro Access Transmission Services, L.L.C. ("MCI") Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
7. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

and

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Aero Communications, LLC

Brent J. Gottshall
1301 Broadway St.
Suite 100
Paducah, KY 42001
bgottshall@hcis.net

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Aero Communications, LLC

By: Brent J. Gottshall

Name: Brent J. Gottshall

Title: Telecommunications Specialist

Date: 4/21/2008

**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: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 5/1/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	<u>3786</u>	<u>AJF</u>	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

EXHIBIT 1