



Mary K. Keyer  
General Attorney  
Kentucky Legal Department

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

T 502-582-8219  
F 502-582-1573  
[mary.keyer@att.com](mailto:mary.keyer@att.com)

May 13, 2013

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.

AT&T Communications of the South Central States, LLC  
Interconnection Amendment  
Case No. 00139

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

Sincerely,

  
Mary K. Keyer

Enclosure

1080202

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
AT&T CORP.  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Kentucky ("AT&T KENTUCKY") (previously referred to as BellSouth Telecommunications, Inc.) and AT&T Corp. (f/k/a AT&T Communications of the South Central States, LLC), is hereby amended as follows:

**WHEREAS**, AT&T KENTUCKY and AT&T Communications of the South Central States, LLC are the parties to that certain "Interconnection Agreement" approved as of April 26, 2006 (the "Agreement"); and

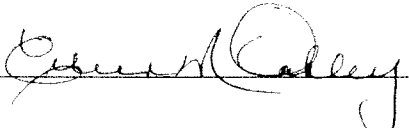
**WHEREAS**, AT&T Communications of the South Central States, LLC has changed its name to "AT&T Corp.", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T KENTUCKY and AT&T Communications of the South Central States, LLC hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "AT&T Communications of the South Central States, LLC" to "AT&T Corp."
2. AT&T KENTUCKY shall reflect that name change from "AT&T Communications of the South Central States, LLC" to "AT&T Corp." only for the main billing account (header card) for each of the accounts previously billed to AT&T Communications of the South Central States, LLC. AT&T KENTUCKY shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T KENTUCKY'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, AT&T Corp. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by AT&T Communications of the South Central States, LLC with AT&T KENTUCKY for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. AT&T Communications of the South Central States, LLC affirms, represents, and warrants that AT&T Communications of the South Central States, LLC has applied to the issuing entities of the ACNA and OCN; Telcordia and NECA respectively, to reflect that name change from "AT&T Communications of the South Central States, LLC" to "AT&T Corp."
4. Once this Amendment is effective, AT&T Corp. shall operate with AT&T KENTUCKY under the "AT&T Corp." name for those accounts. Such operation shall include, by way of example only, submitting orders under AT&T Corp., and labeling (including re-labeling) equipment and facilities with AT&T Corp.
5. AT&T Corp. is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by AT&T Corp., or by AT&T KENTUCKY on behalf of AT&T Corp., for updating billing accounts and End User records.
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. 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.
9. 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.

AT&amp;T Corp.

Signature:   
Name: EILEEN M. OAKLEY  
(Print or Type)

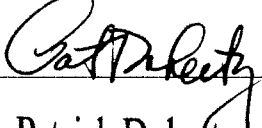
Title: EXECUTIVE DIRECTOR  
(Print or Type)

Date: 29 APRIL 2013

State	Resale OCN
KENTUCKY	7241

Description	ACNA Code
ACNA	ATX

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

Signature:   
Name: Patrick Doherty  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 5-8-13