



Janet Arnold
Manager-Regulatory Relations

AT&T Services, Inc.
220 SE 6th Ave
Room 505
Topeka, KS 66603
785.276.6863 Office
janet.arnold.1@att.com

December 16, 2014

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

Re: Filing of Interconnection Agreement Amendment

Dear Mr. Derouen:

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

The Amendment to change the name in the current interconnection agreement between AT&T Kentucky and Business Telecom, LLC d/b/a EarthLink Business IV, f/k/a Business Telecom, Inc.; **Reference No. 01121.**

This document is being electronically filed with the Commission on December 16, 2014. If you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Janet Arnold". The signature is written in a cursive, flowing style.

Attachment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T KENTUCKY

AND

BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS IV



Signature: eSigned - Jeanne DaleSignature: eSigned - William A. BockelmanName: eSigned - Jeanne Dale
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: VP Vendor Relations & Access Regulatory
(Print or Type)Title: Director
(Print or Type)Date: 18 Nov 2014Date: 18 Nov 2014**Business Telecom, LLC d/b/a EarthLink
Business IV****BellSouth Telecommunications, LLC d/b/a AT&T
KENTUCKY by AT&T Services, Inc., its authorized
agent**

| State | Resale OCN | ULEC OCN | CLEC OCN |
|----------|------------|----------|----------|
| KENTUCKY | 7796 | 7795 | 7795 |

| Description | ACNA Code(s) |
|-------------|--------------|
| ACNA(s) | BTM |

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T KENTUCKY
AND
BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS IV**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY ("AT&T KENTUCKY") and Business Telecom, LLC d/b/a EarthLink Business IV (f/k/a Business Telecom, Inc.), is hereby amended as follows.

WHEREAS, AT&T KENTUCKY and Business Telecom, Inc. ("Business Telecom") are the parties to that certain "Interconnection Agreement" approved as of October 20, 2011 (the "Agreement"); and

WHEREAS, Business Telecom has changed its name to "Business Telecom, LLC d/b/a EarthLink Business IV", 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 Business Telecom, LLC d/b/a EarthLink Business IV hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Business Telecom, Inc." to "Business Telecom, LLC d/b/a EarthLink Business IV".
2. AT&T KENTUCKY shall reflect that name change from "Business Telecom, Inc." to "Business Telecom, LLC d/b/a EarthLink Business IV" only for the main billing account (header card) for each of the accounts previously billed to Business Telecom. 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, Business Telecom, LLC d/b/a EarthLink Business IV affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Business Telecom with AT&T KENTUCKY for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Business Telecom, LLC d/b/a EarthLink Business IV shall operate with AT&T KENTUCKY under the "Business Telecom, LLC d/b/a EarthLink Business IV" name for those accounts. Such operation shall include, by way of example only, submitting orders under Business Telecom, LLC d/b/a EarthLink Business IV, and labeling (including re-labeling) equipment and facilities with Business Telecom, LLC d/b/a EarthLink Business IV. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
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. 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.

7. 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.