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November 20, 2014

RECEIVED

DEC 01 2014

PUBLIC SERVICE
COMMISSION

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

Re: Commercial Amendment Placed on File at the Commission

Dear Mr. Derouen:

Please find enclosed an electronic receipt notification for the following:

- 1) The Amendment to extend the term to December 31, 2016, add commercial agreement sunset language and replace the Notices section in the commercial agreement between AT&T Kentucky and MegaPath Corporation.

This document was filed with the Commission on November 20, 2014.

Pursuant to the Commission's Order issued on December 12, 2007, in *In re: Petition to Establish Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*, Case No. 2004-00427, this filing is being solely made pursuant to the Commission's Order and is not a request by AT&T Kentucky for approval of the commercial agreements and amendments by this Commission. AT&T Kentucky specifically reserves all rights and maintains its position that this Commission has no authority over such agreements. This filing should not be viewed as constituting a waiver of that position.

Sincerely,

Enclosure

AMENDMENT

BETWEEN

MEGAPATH CORPORATION

AND

**BELLSOUTH TELECOMMUNICATIONS, LLC 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; ILLINOIS BELL
TELEPHONE COMPANY D/B/A AT&T ILLINOIS; INDIANA BELL
TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA;
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN;
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO;
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA;
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
KANSAS, AT&T MISSOURI AND AT&T TEXAS; AND WISCONSIN
BELL, INC. D/B/A AT&T WISCONSIN**



Signature: eSigned - Katherine K. Mudge

Signature: eSigned - William A. Bockelman

Name: eSigned - Katherine K. Mudge
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Vice President - Regulatory Affairs & Litigation
Title: _____
(Print or Type)

Title: Director
(Print or Type)

Date: 11 Nov 2014

Date: 11 Nov 2014

MegaPath Corporation

BellSouth Telecommunications, LLC 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, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	---	7871
CALIFORNIA	---	7871
FLORIDA	8424	7871
GEORGIA	8424	7871
ILLINOIS	---	4681
INDIANA	---	4682
KANSAS	---	2995
KENTUCKY	8424	7871
LOUISIANA	---	7871
MICHIGAN	---	4685
MISSISSIPPI	---	7871
MISSOURI	---	4687
NORTH CAROLINA	8424	7871
OHIO	---	3286

TENNESSEE	---	7871
TEXAS	---	4694
WISCONSIN	---	2962

Description	ACNA Code(s)
ACNA(s)	OVC

**AMENDMENT TO THE COMMERCIAL AGREEMENT
BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC 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; ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS; INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA;
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN; THE OHIO BELL TELEPHONE
COMPANY D/B/A AT&T OHIO; PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA;
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI AND
AT&T TEXAS; AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
MEGAPATH CORPORATION**

This Amendment (the "Amendment") amends the Commercial Agreement for Line Sharing (the "Agreement") for AT&T 12-STATE ("LS One"), for AT&T-12STATE Advanced Broadband Services ("ABBS") and for AT&T 9-STATES Line Sharing ("Line Share") by and between Bellsouth Telecommunications, LLC 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; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Pacific Bell Telephone Company d/b/a AT&T California; Southwestern Bell Telephone Company d/b/a AT&T Kansas, AT&T Missouri and AT&T Texas; and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T") and MegaPath Corporation ("CARRIER"), hereinafter referred to collectively as the "Parties" and individually as a "Party", and shall apply in the State(s) of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, North Carolina, Ohio, South Carolina, Tennessee, Texas and Wisconsin.

WHEREAS, the Parties acknowledge and agree that the provisions set forth in this Agreement are not subject to and/or required by the Communications Act of 1934, as amended ("Act") including, without limitation, Sections 251/252 of the Telecommunications Act of 1996 and any regulation or rule of the FCC or any state commission, and are not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise agree in a writing signed by both Parties.

WHEREAS, the Parties also desire to extend the term of the Agreement, continue pricing as specified in the Agreement, and make additional changes as set forth below.

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, contained herein, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Term provisions, Sections 19.2 – 19.4 of the General Terms and Conditions of the Agreement are hereby deleted and replaced as follows:

19.2 Unless terminated for breach (including nonpayment) or any authorized reason under the Agreement, as provided in this Agreement, the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on December 31, 2016 (the "Term"). Upon expiration of the Term ("Expiration Date"), absent agreement by the Parties to extend the Term or receipt of Notice of Termination or Notice of Expiration by either Party, this Agreement shall continue month-to-month. If the Agreement continues to survive on month-to-month basis, either Party may terminate the Agreement by providing Notice of Termination. Such notice must be provided with at least sixty (60) days advance notice of the date the Agreement will terminate ("Termination Date"). To the extent services exist after the Expiration Date (including any services that exist beyond the Termination Date,) the rates and terms for such services shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered at any time by AT&T upon sixty (60) days Notice. In the event that AT&T seeks to increase rates under this

provision, CARRIER will have the option to provide a Notice of Discontinuance and establish a mutually agreed to transition plan to transition existing line share customers to other AT&T products or services or third party carrier services with transition period not to exceed two-hundred and seventy day (270) days transition period. However, CARRIER is subject to the rate increase during any transition period past the sixty (60) day Notice provided AT&T.

19.3 Intentionally Blank.

19.4 Intentionally Blank

3. Section 38 of the General Terms and Conditions of the Agreement is hereby added as follows:

38 Commercial Agreement Sunset

38.1 CARRIER acknowledges and understands that LS One, ABBS and Line Share services are a wholesale service(s) provisioned using time division multiplexing ("TDM") facilities and services, and that AT&T has publicly announced its intention to move all customers from TDM-based services. For avoidance of doubt, the foregoing does not mean that AT&T is committing that LS One; ABBS and Line Share services will be available through the Term of this Agreement.

38.1.1 Notwithstanding that this Agreement may commit AT&T to provide LS One, ABBS and Line Share services to CARRIER for the Term, and subject to any regulatory requirements, AT&T may discontinue providing LS One, ABBS and Line Share services upon at least two-hundred and seventy (270) days notice ("Discontinuance Notice"), but only where AT&T generally (i) discontinues providing LS One, ABBS and Line Share services to similarly-situated customers, AT&T shall not in any event issue a Discontinuance Notice prior to June 30, 2016, except with respect to any geographically discrete area in which AT&T TDM-based wireline local voice services are being discontinued as part of a TDM-to-IP transition subject to oversight of the FCC or Commission. Notice for such exception shall be provided at least 90 (ninety) days in advance.

38.1.2 AT&T may provide a Discontinuance Notice to CARRIER in advance of fulfilling any regulatory requirements and, if so, the timing of such discontinuance shall occur in accordance with the regulatory requirements, but not earlier than as set forth in such notice. CARRIER acknowledges and understands that discontinuance may be tested first and/or implemented on a geographically discrete basis (e.g., by wire center) and/or staged basis (e.g., not flash cut within any geographic area). The date on which LS One, ABBS and Line Share services shall be discontinued as set forth in a Discontinuance Notice is referred to as a "Discontinuance Date".

38.1.3 AT&T shall no longer accept orders for new LS One, ABBS and Line Share lines or moves of or changes to existing LS One, ABBS and Line Share lines beginning ninety (90) days prior to the Discontinuance Date.

4. Termination as to The Southern New England Telephone Company ("SNET"). Notwithstanding anything in the Amendment, the Agreement shall terminate in its entirety as to SNET and the state of Connecticut, it being understood that nothing herein shall relieve any Party of any liability with respect to obligations incurred or actions taken prior to the effective date of this Amendment. Consistent with this section, the term "AT&T-21STATE" shall no longer include SNET or any AT&T entity within the state of Connecticut.

5. The Parties agree to replace Section 16 of the General Terms and Conditions from the Agreement with the following language for the States of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, North Carolina, Ohio, South Carolina, Tennessee, Texas and Wisconsin :

16. Notices

16.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement

to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

- 16.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
- 16.1.2 delivered by facsimile provided CLEC and/or AT&T has provided such information in Section 16.3 below.
- 16.1.3 delivered by electronic mail (email) by CLEC and AT&T has provided such information in Section 16.3 below.

16.2 Notices will be deemed given as of the earliest of:

- 16.2.1 the date of actual receipt;
- 16.2.2 the next Business Day when sent via express delivery service;
- 16.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 16.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 16.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to AT&T-21STATE by CLEC.

16.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Katherine Mudge VP – Regulatory Affairs & Litigation
STREET ADDRESS	1835-B Kramer Lane Suite 100
CITY, STATE, ZIP CODE	Austin, Texas 78758
PHONE NUMBER*	(512) 794-6197
FACSIMILE NUMBER	(512) 0 794-6006
EMAIL ADDRESS	Katherine.mudge@megapath.com

	COPY CONTACT
NAME/TITLE	Legal Department MegaPath Corporation
STREET ADDRESS	6800 Koll Center Parkway Suite 200
CITY, STATE, ZIP CODE	Pleasanton, California 94566
PHONE NUMBER	(925) 225-8330
FAX NUMBER	(925) 201-2550

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 16.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 16.3. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 16.5 In addition, CARRIER agrees that it is responsible for providing AT&T with CARRIER's OCN and ACNA numbers for the States in which CARRIER is authorized to do business and in which CARRIER is requesting that this LWC Agreement apply. In the event that CARRIER wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CARRIER shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19.0 notice provision; CARRIER shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 16.5.1 CARRIER may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CARRIER.
- 16.5.2 CARRIER may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this LWC Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CARRIER has not properly updated its CLEC Profile, ordering capabilities will cease, and CARRIER will not be able to place orders until thirty (30) days after CARRIER has properly updated its CLEC Profile.
- 16.6 AT&T communicates official information to CARRIERS via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this LWC Agreement.
- 16.7 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. This Amendment shall not modify the effective date of the underlying Agreement.
8. AT&T will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.15. The effective date of this Amendment shall be the date the last Party affixes its signature to this Amendment.