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June 25, 2014

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

RECEIVED
JUL - 3 2014
PUBLIC SERVICE
COMMISSION

Re: Commercial Amendment Placed on File at the Commission

Dear Mr. Derouen:

Please find enclosed electronic receipt notification for the following:

- 1) The Amendment to change the CLEC name and update the notices section in the Local Wholesale Complete agreement between AT&T Kentucky and Earthlink Business, LLC f/k/a New Edge Network, Inc.

This document was filed with the Commission on June 25, 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

**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, THE SOUTHERN NEW ENGLAND
TELEPHONE COMPANY D/B/A AT&T CONNECTICUT, WISCONSIN
BELL, INC. D/B/A AT&T WISCONSIN**

AND

EARTHLINK BUSINESS, LLC

Signature: eSigned - John T. Dobbins

Signature: eSigned - Kristen E. Shore

Name: eSigned - John T. Dobbins
 (Print or Type)

Name: eSigned - Kristen E. Shore
 (Print or Type)

Title: SVP, Network and Access Management
 (Print or Type)

Title: Director
 (Print or Type)

Date: 23 Apr 2014

Date: 23 Apr 2014

Earthlink Business, LLC

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, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	2932	---	3424
CONNECTICUT	2932	---	331E
FLORIDA	2932	---	3415, 2830
GEORGIA	2932	---	3593, 2830
ILLINOIS	2932	---	3416
INDIANA	2932	---	3426
KENTUCKY	2932	---	3418
LOUISIANA	2932	---	3414, 2830
MICHIGAN	2932	---	3855
MISSISSIPPI	2932	---	3771
NORTH CAROLINA	2932	---	636F
OHIO	2932	---	3858
SOUTH CAROLINA	2932	---	3605
TENNESSEE	2932	---	3993

WISCONSIN	2932	---	2932
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Description	ACNA Code(s)
ACNA(s)	NGE

**AMENDMENT TO
LOCAL WHOLESALE COMPLETE AGREEMENT
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, The Southern New
England Telephone Company d/b/a AT&T CONNECTICUT, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN
AND
EARTHLINK BUSINESS, LLC**

The Local Wholesale Complete Agreement 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, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T ALABAMA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN") and Earthlink Business, LLC (f/k/a New Edge Network, Inc.), is hereby amended as follows.

WHEREAS, AT&T ALABAMA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN and New Edge Network, Inc. ("New Edge") are the parties to that certain "Local Wholesale Complete Agreement" effective as of January 7, 2012 (the "Agreement"); and

WHEREAS, New Edge has changed its name to "Earthlink Business, LLC," and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T ALABAMA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN and Earthlink Business hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "New Edge Network, Inc." to "Earthlink Business, LLC."
2. AT&T ALABAMA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN shall reflect that name change from "New Edge Network, Inc." to "Earthlink Business, LLC" only for the main billing account (header card) for each of the accounts previously billed to New Edge. AT&T ALABAMA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ALABAMA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN'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, Earthlink Business affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by New Edge with AT&T ALABAMA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

3. Once this Amendment is effective, Earthlink Business shall operate with AT&T ALABAMA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE AND WISCONSIN under the "Earthlink Business, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Earthlink Business, and labeling (including re-labeling) equipment and facilities with Earthlink Business. 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-22STATE 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-22STATE 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. The Parties agree to delete and replace in its entirety Section 19 of the General Terms and Conditions with the following:

19.0 Notices

19.1 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:

19.1.1 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.

19.1.2 delivered by facsimile provided CLEC and/or AT&T-22STATE has provided such information in Section 19.3 below.

19.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 19.3 below.

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

19.2.1 the date of actual receipt;

19.2.2 the next Business Day when sent via express delivery service;

19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

19.2.4 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.

19.2.5 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 CLEC by AT&T-22STATE.

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John T. Ambrosi Director, Access Regulatory Management Earthlink
STREET ADDRESS	330 Monroe Avenue
CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	(585) 465-5481
FACSIMILE NUMBER	N/A

EMAIL ADDRESS	john.ambrosi@corp.earthlink.com
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	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

- 19.4 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 19.0. 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.
- 19.5 AT&T-22STATE communicates official information to CLECs 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 declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 7. The Effective Date of this Amendment shall be ten (10) Days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Amendment Effective Date").