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June 24, 2014

Mr. Tom Day, Acting Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: Docket No. 09-SWBT-754-IAT – Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 with Trans National Communications International, Inc.

Dear Mr. Day:

Attached via electronic filing with the Commission is the Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Trans National Communications International, Inc. on May 13, 2009 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification changes Trans National Communications International, Inc.'s name to TNCI Operating Company LLC as a party to the Agreement. It also adds transit traffic service and updates the notice provisions in the current Agreement. The Agreement, with this modification and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. TNCI Operating Company LLC is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this modification to the agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for TNCI Operating Company LLC is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Jeff Compton	
CEO/President	
114 E. Haley Street, Suite A	
Santa Barbara, CA 93101	
Phone: 805-560-7809	
Fax: 805-965-2476	
E-mail: jcompton@tncii.com	

The Commission's prompt attention to this matter would be appreciated.

Sincerely,



Bruce A. Ney
General Attorney

Attachment

cc: Jeff Compton

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of)	
Southwestern Bell Telephone)	
Company for Approval of)	
Interconnection Agreement Under the)	Docket No. 09-SWBT-754-IAT
Telecommunications Act of 1996 with)	
Trans National Communications)	
International, Inc.)	

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Trans National Communications International, Inc. ("TNCII") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on March 27, 2009 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on May 13, 2009. This modification changes TNCII's name to TNCI Operating Company LLC as a party to the Agreement. It also adds transit traffic service and updates the notice provisions in the current Agreement. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement is attached hereto as Attachment I.

II. REQUEST FOR APPROVAL

AT&T Kansas seeks the Commission's approval of this modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

AT&T Kansas respectfully requests that the Commission grant expeditious approval of this modification to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this modification, is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

III. STANDARD FOR REVIEW

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

(e) APPROVAL BY STATE COMMISSION

(1) **APPROVAL REQUIRED.** -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.

(2) **GROUND FOR REJECTION.** -- The State Commission may only reject --

(A) an agreement (or any portion thereof)

adopted by negotiation under subsection (a)
if it finds that --

- (i) the agreement (or portion thereof)
discriminates against a
telecommunications carrier not a
party to the agreement; or
- (ii) the implementation of such
agreement or portion is not
consistent with the public interest,
convenience, and necessity . . .

The affidavit of Janet Arnold, Manager-Regulatory Relations, establishes that the modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

IV. KANSAS LAW

The negotiated and executed modification to the Agreement is consistent with the Kansas regulatory statutes.

V. CONCLUSION

For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this modification to the Agreement previously approved.



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220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596
(785) 276-8413
(785) 276-1948 (Facsimile)
Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

**AMENDMENT
to
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

by and between

**SOUTHWESTERN BELL TELEPHONE COMPANY
d/b/a**

AT&T KANSAS

and

**TRANS NATIONAL COMMUNICATIONS
INTERNATIONAL, INC.**

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, NEVADA BELL TELEPHONE
COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO
BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN
NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS,
AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN
BELL, INC. D/B/A AT&T WISCONSIN

AND

TNCI OPERATING COMPANY LLC

Signature: eSigned - Jeff ComptonSignature: eSigned - William A. BockelmanName: eSigned - Jeff Compton
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: CEO/President
(Print or Type)Title: Director
(Print or Type)Date: 17 Jun 2014Date: 17 Jun 2014

TNCI Operating Company 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, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ALABAMA	778B	230D
CALIFORNIA	778B	864C
CONNECTICUT	778B	232D
FLORIDA	778B	839B
GEORGIA	778B	433C
ILLINOIS	778B	025C
INDIANA	778B	251C
KANSAS	778B	520D
KENTUCKY	778B	939B
LOUISIANA	778B	232E
MICHIGAN	778B	841B

MISSISSIPPI	778B	941B
MISSOURI	778B	236D
NEVADA	778B	237D
NORTH CAROLINA	778B	945D
OHIO	778B	943B
OKLAHOMA	778B	783D
SOUTH CAROLINA	778B	362D
TENNESSEE	778B	784D
TEXAS	778B	600C
WISCONSIN	778B	844B

Description	ACNA Code(s)
ACNA(s)	RNA

**AMENDMENT TO THE AGREEMENT
BETWEEN
TNCI OPERATING COMPANY LLC
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, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T CONNECTICUT, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") modifies the Interconnection 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, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and TNCI Operating Company LLC ("CLEC" also referenced as "TNCI"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended in 1996 (the "Act"), dated March 2, 2009 and as subsequently amended (the "Agreement"); and

WHEREAS, TNCI has changed its name to "TNCI Operating Company LLC", and wishes to reflect that name change as set forth herein;

WHEREAS, the Parties have agreed to update Section 20.0 Notices of the General Terms and Conditions with revised methods of notice and contact information;

WHEREAS, the Parties have agreed to add the rates, terms and conditions for AT&T Transit Traffic Service to the Agreement;

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 within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. In the states of Alabama, California, Connecticut, Georgia, Florida, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Missouri, Mississippi, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas & Wisconsin,

- 2.1 The Parties agree to reflect the name change from "Trans National Communications International, Inc." to "TNCI Operating Company LLC".
- 2.1.1 AT&T shall reflect that name change from "Trans National Communications International, Inc." to "TNCI Operating Company LLC" only for the main billing account (header card) for each of the accounts previously billed to TNCI. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T'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, TNCI affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by TNCI with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 2.1.2 Once this Amendment is effective, TNCI shall operate with AT&T under the "TNCI Operating Company LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under TNCI, and labeling (including re-labeling) equipment and facilities with TNCI. 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).
- 2.2 The Parties agree to add Sections 20.1.3 and 20.2.5 of the General Terms and Conditions to the Agreement:
- 20.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 20.3 below.
- 20.2.5 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.
- 2.3 The Parties agree to replace Sections 20.3 of the General Terms and Conditions of the Agreement with the following:
- 20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Jeff Compton CEO/President
STREET ADDRESS	114 E. Haley Street; Suite A
CITY, STATE, ZIP CODE	Santa Barbara, CA 93101
PHONE NUMBER*	(805) 560-7809
FACSIMILE NUMBER	(805) 965-2476
EMAIL ADDRESS	jcompton@tnci.com

	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) 464-2006
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.

3. In the states of California, Indiana, Kansas, Kentucky, Missouri, North Carolina and Oklahoma,
 - 3.1 The Parties agree that the terms and conditions set forth in the AT&T Transit Traffic Service Attachment, Exhibit A attached hereto shall be incorporated into the Agreement, and the provisions of Exhibit A shall apply to Transit Traffic Service.
 - 3.2 Pricing Sheet. The Parties agree to add the Transit Traffic Service Rate(s) reflected in the AT&T Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Attachment, Exhibit B.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying 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. For all States except Arkansas, Connecticut, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Connecticut: This Amendment shall become effective upon approval by the Public Utilities Regulatory Authority. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment.

AT&T TRANSIT SERVICE PROVIDER TRANSIT TRAFFIC SERVICE EXHIBIT A

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1.0 Introduction

- 1.1 This Exhibit A sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS acts as a Transit Service Provider ("AT&T-TSP") for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP's End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier. AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

2.0 Definitions

The following definitions are only for the purpose of Transit Traffic Service as set forth in this Exhibit A. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or any other attachment or appendix of the Agreement, then the definition herein governs for the sole purpose of this Exhibit A. To the extent that defined terms in the Agreement are used in this Exhibit A, but for which no definition appears herein, then the definition in the Agreement controls.

- 2.1 "AT&T Transit Service Provider" or "AT&T-TSP" means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS as those entities provide Transit Traffic Services to CLEC and Third Parties.
- 2.2 "Local" means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 2.3 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.4 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to CLEC.
- 2.5 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP's network using AT&T-TSP's Transit Traffic Service.
- 2.6 "Transit Traffic" means traffic originating on CLEC's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network and delivered to CLEC. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Exhibit. Additionally Transit Traffic does not include traffic to/from IXCs.
- 2.7 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.
- 2.8 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP's Tandem.

3.0 Responsibilities of the Parties

- 3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.

4.0 CLEC Originated Traffic

- 4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.
- 4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.
- 4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to CLEC.
- 5.2 Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.
- 5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP is not obligated to pay CLEC for such Transit Traffic, and AT&T-TSP is not to be deemed or considered as the default originator of such Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

- 6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in the network interconnection/network trunking attachment or appendix to this Agreement. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP's Tandems in such LATA.
- 6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem from which the Third Party Terminating Carrier switch

subtends.

- 6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit Traffic routed by CLEC through AT&T-TSP's End Office shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

- 6.4 In AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS, the same facilities and trunking (ordering, provisioning, servicing, etc.) used to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.

- 6.5 In AT&T KENTUCKY and/or AT&T NORTH CAROLINA, the same facilities and trunking (ordering, provisioning, servicing, etc.) used for transit trunk groups will be utilized for the routing of Transit Traffic.

7.0 Direct Trunking Requirements.

- 7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T-TSP, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier (described above), unless AT&T-TSP and CLEC mutually agree otherwise.

8.0 Transit Traffic Rate Application

- 8.1 AT&T CALIFORNIA, AT&T INDIANA, and/or, AT&T OHIO only,

- 8.1.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T CALIFORNIA, AT&T INDIANA, and/or AT&T OHIO, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate AT&T CALIFORNIA, AT&T INDIANA and/or AT&T OHIO as a transit service provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

- 8.2 AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS only

- 8.2.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS as a Transit Service Provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

- 8.3 AT&T MISSOURI only

- 8.3.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.

- 8.4 AT&T KENTUCKY and/or AT&T NORTH CAROLINA only

- 8.4.1 Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

- 8.4.2 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

PRICING SHEETS
TRANSIT TRAFFIC SERVICE PRICING ATTACHMENT
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	KS	Transit Traffic Service	Transit Rate (Zone 1 - Rural)		ZZUTN	1	\$0.001027	NA	NA	per minute of use
2	KS	Transit Traffic Service	Transit Rate (Zone 2 - Suburban)		ZZUTN	2	\$0.000981	NA	NA	per minute of use
2	KS	Transit Traffic Service	Transit Rate (Zone 3 - Metro)		ZZUTN	3	\$0.000953	NA	NA	per minute of use

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Application of)
Southwestern Bell Telephone)
Company for Approval of)
Interconnection Agreement Under the) Docket No. 09-SWBT-754-IAT
Telecommunications Act of 1996 with)
Trans National Communications)
International, Inc.)

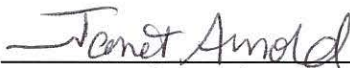
AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

Before me, the Undersigned Authority, on the 24th day of June, 2014, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath, deposed and said the following:

1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T Kansas and Trans National Communications International, Inc. ("TNCII") which was approved by the Commission on May 13, 2009 and the proposed modification to that Agreement.
2. This modification changes TNCII's name to TNCI Operating Company LLC as a party to the Agreement. It also adds transit traffic service and updates the notice provisions in the current Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

5. This modification to the Agreement does not discriminate against any telecommunications carrier. The modification is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed modification to the Agreement is consistent with Kansas law.



Janet Arnold

Subscribed and sworn to before me this 24th day of June, 2014.





Notary Public

My Commission Expires: *October 15, 2014*