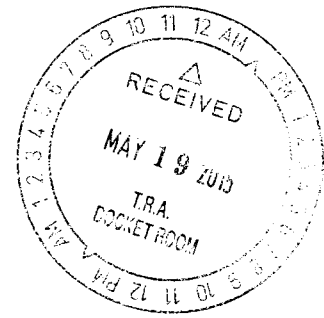


BUTLER | SNOW

May 19, 2015



VIA HAND DELIVERY

Hon. Kenneth C. Hill, Chairman
c/o Sharla Dillon
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, TN 37243

RE: *Joint Petition For Expedited Approval of Assignment of AT&T's Contract to Provide Tennessee Relay Services to Sprint, TRA Docket No. 15-00027*

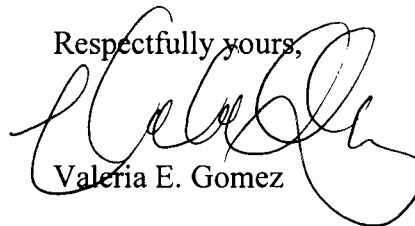
Dear Chairman Hill:

Pursuant to the Joint Petition for Expedited Approval of Assignment of AT&T's Contract to Provide Tennessee Relay Services to Sprint and the Tennessee Regulatory Authority's March 9, 2015 determination approving of the assignment of AT&T's contract to provide relay services to Sprint, please find enclosed an original and thirteen (13) copies of the signed amendment to Contract No. 30629. One (1) additional copy is enclosed to be filed-stamped for our records.

By submitting the amendment, the parties hereby memorialize AT&T's assignment of the contract to provide Tennessee relay services to Sprint.

If you have any questions regarding this filing or need any additional information, please do not hesitate to contact me or Melvin Malone at the contact information below.

Respectfully yours,



Valeria E. Gomez

VEG/mjb
Enclosures
cc: Parties of Record

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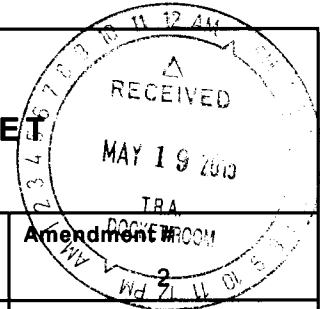
*The Pinnacle at Symphony Place
150 3rd Avenue South, Suite 1600
Nashville, TN 37201*

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CONTRACT AMENDMENT COVER SHEET



Agency Tracking # 31611-20113	Edison ID 30629	Contract # 30629	Amendment # 2		
Contractor Legal Entity Name AT&T Corp.			Edison Vendor ID 07542		
Amendment Purpose & Effect(s) AT&T will no longer be providing relay services; re-assignment to Sprint Communications Company L.P.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 03/24/17			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ N/A		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE		
Speed Chart (optional)		Account Code (optional)			

AMENDMENT 2 OF CONTRACT 30629

This Amendment is made and entered by and between the State of Tennessee, Tennessee Regulatory Authority, hereinafter referred to as the "State" and AT&T Corp., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows "in Attachment F":

- #1. Contract Section A.12.1 is deleted in its entirety and replaced with the following:
The Contractor shall provide Outreach Personnel direct employee or subcontractors located in the state of Tennessee to provide outreach and activities to Tennessee relay users.

- #2. Contract Section C.1 is deleted in its entirety and replaced with the following:
The Contractor shall submit monthly invoices for the actual number of intrastate minutes processed through the TRS to the "Fund Administrator" designated the Tennessee Regulatory Authority. Said Invoices shall be submitted in form and substance acceptable to the State and Fund Administrator with all necessary supporting documentation prior to any payment. Such payments from the Fund Administrator shall constitute the entire compensation due the Contractor for services rendered pursuant to this Contract and the Contractor's obligation hereunder regardless of the difficulty, materials, hours worked, or equipment required. The unit rates of this contract are firm for the duration of the contract and are not subject to increase for any reason unless amended.

- #3. Contract Section D.13 is deleted in its entirety and replaced with the following:
Liability. The State shall have no liability except as specifically provided in this Contract. Subject to Tenn. Code Ann. § 12-3-701, Contractor's total liability for damages to the other Party will be limited to an amount not to exceed two (2) times the value of the contract. The limitation of liability shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death.

- #4. Contract Section E.2 is deleted in its entirety and replaced with the following:
Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or email address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:
Monique Brazelton
Tennessee Regulatory Authority
502 Deaderick Street
4th Floor
Nashville, TN 37243
Monique.Brazelton@tn.gov
(O) 615.741.2904
(F) 615.741.8953

- #5. Contract Section E.3. is deleted in its entirety and replaced with the following:
Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding

the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

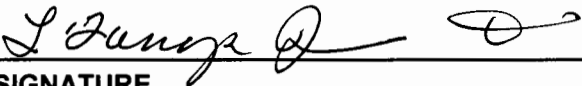
- a. this contract document with any attachments or exhibits (excluding the items listed at subsections b. through c. below);
- b. any clarifications of or addenda to the State's solicitation;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

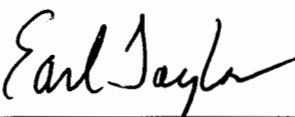
Amendment Effective Date. The revisions set forth herein shall be effective upon June 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

AT&T CORP. AND ITS CERTIFICATED AFFILIATES:

 5/12/15
 SIGNATURE DATE
L'Tanya Johnson Norris - Director Call Centers
 PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE REGULATORY AUTHORITY:

 5/5/15
 EARL R. TAYLOR, EXECUTIVE DIRECTOR DATE