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**25-00058**

**FIRST AMENDMENT TO  
INTERCONNECTION AGREEMENT**

**BY AND BETWEEN**

**WEST KENTUCKY RURAL TELEPHONE**

**AND**

**LEVEL 3 COMMUNICATIONS, LLC**

This First Amendment (this “Amendment”) is made effective, subject to Section 7 below, as of the 23rd day of March, 2025, by and between WEST KENTUCKY RURAL TELEPHONE (“ILEC”) with offices at 100 WK & T Technology Dr, Mayfield KY 42066 and LEVEL 3 COMMUNICATIONS, LLC, a subsidiary of CenturyLink Communications n/k/a Lumen Technologies, Inc. (“COMPANY”) with offices at 931 14th Street, (9th FL), Denver, CO 80202. ILEC and COMPANY may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

## **BACKGROUND**

ILEC and COMPANY have previously entered into an Interconnection Agreement, approved by the Public Service Commission of Tennessee on April 20th, 2025.

The Parties now desire to amend the Agreement as set forth more fully below, all subject to the approval of this Amendment by the Tennessee Public Utility Commission (“Commission”) as required by law.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. Upon the approval of this Amendment by the Commission, the Agreement shall, by this Amendment, be amended as follows:
  - A. By deleting Interconnection Attachment, Section 3.1, in its entirety and replacing the same with the following:
    - 3.1 The Parties will physically direct connect their respective networks at the two West Kentucky end offices serving Tennessee and Kentucky. The end offices are located at Folsomdale - FLDLKY01DS1 - in Kentucky and Yorkville - YRVLTNXADS1 in Tennessee to furnish Local/ELCS/EAS Traffic and ISP-Bound Traffic between Level 3 or Retail Provider End User Customers and West Kentucky End User Customers only in the West Kentucky service area. This Agreement is expressly limited to the transport and termination of Local/ELCS/EAS Traffic and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties to this Agreement, or to End User Customers of Level 3’s Retail Provider.
2. Governing Law. This Agreement shall be governed by the domestic laws of the State of Tennessee without reference to conflict of law provisions and by applicable federal law.
3. Meaning of Terms. Capitalized terms appearing in this Amendment shall have the same meaning as is given to them in the Agreement, unless a different meaning therefore is explicitly set forth herein, in which event the latter meaning shall be controlling for purposes of this Amendment.

4. Severability. If any provision of this Amendment is, for any reason, held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of this Amendment shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Amendment. In such a case, the Parties will negotiate in good faith for replacement language that does not materially alter the economic effect of this Amendment on either Party. If replacement language cannot be agreed upon pursuant to negotiations, the Parties shall attempt to agree upon replacement language pursuant to the Dispute Resolution process set forth in Section 13 of the Agreement.
5. Captions and Headings. Captions and Section headings have been included in this Amendment solely for the convenience of the Parties and shall not affect the interpretation of this Amendment.
6. Confirmation of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms.
7. Effectiveness. This Amendment shall become effective (the “Effective Date”) upon final approval by the Commission or within ninety (90) days of filing with the Commission if the Commission takes no action.
8. Counterparts. This Amendment may be executed in counterparts, including via facsimile or other electronic means, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
9. Entire Agreement. This Amendment including any attachments referred to herein constitutes the entire agreement of the Parties with respect to the subject matter hereof, and, except as expressly set forth herein, supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to such subject matter.

**[Signature Page Follows]**

IN WITNESS WHEREOF, each Party has caused this Amendment to be duly executed on its behalf by its duly authorized representative and warrants that it has caused this Amendment to be signed and delivered by its duly authorized representative.

**ILEC:**

**COMPANY:**

**WEST KENTUCKY RURAL TELEPHONE  
LLC**

**LEVEL 3 COMMUNICATIONS,**

By: *Karen Jackson-Furman*  
Karen Jackson-Furman (Aug 7, 2025 08:25:33 CDT)  
Name: Karen Jackson- Furman  
Title: Chief Executive Officer

By: *Sarah Poindexter*  
Sarah Poindexter (Aug 5, 2025 07:37:57 CDT)  
Name: Sarah Poindexter  
Title: MGR Voice Interconnection

Date: 07-Aug-2025

Date: 05-Aug-2025