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January 28, 2015

By Messenger

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an amendment to the agreement between AT&T and First Communications, LLC. The amendment will modify the terms of the Local Wholesale Complete agreement in the state Illinois. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton
General Attorney
AT&T Services, Inc.

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

FIRST COMMUNICATIONS, LLC



Signature: eSigned - Abby KnowltonSignature: eSigned - William A. BockelmanName: eSigned - Abby Knowlton
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Vice President of Carrier Relations
(Print or Type)Title: Director
(Print or Type)Date: 05 Sep 2014Date: 10 Sep 2014

First Communications, LLC

Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	7085, 4199	275C, 4604	4604

Description	ACNA Code(s)
ACNA(s)	GCG, GBQ, NWO

**AMENDMENT TO THE AGREEMENT
BETWEEN
FIRST COMMUNICATIONS, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS**

This Amendment (the "Amendment") modifies the Commercial Local Wholesale Complete Agreement ("Commercial LWC Agreement") by and between The Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T ILLINOIS") and First Communications, LLC ("First Communications"). AT&T and First Communications are hereinafter referred to collectively as the "Parties" and individually as a "Party".

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, AT&T ILLINOIS and Globalcom, Inc. ("Globalcom") are Parties to a Commercial LWC Agreement, dated April 20, 2010 ("Globalcom Agreement");

WHEREAS, AT&T ILLINOIS and First Communications are Parties to a Commercial LWC Agreement dated September 7, 2010 ("First Communications Agreement");

WHEREAS, First Communications represents that it has acquired the assets of Globalcom, Inc. in Illinois, including those associated with the Globalcom Agreement ("Globalcom Assets") and Globalcom's ACNA and OCN;

WHEREAS, First Communications represents that it has authority to amend the Globalcom Agreement;

WHEREAS, with First Communications acquisition of Globalcom's Assets, First Communications desires to continue to purchase services from AT&T under the First Communications Agreement and seeks to terminate the Globalcom Agreement;

WHEREAS, AT&T and First Communications agree to amend the First Communications Agreement to add the Globalcom's ACNA and OCN listed in Section 3 of this Amendment to First Communications' Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, AT&T ILLINOIS and First Communications agree to amend First Communications' Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions contained within, and the 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. The Globalcom Agreement shall terminate upon the effective date of this Amendment, and for avoidance of doubt, First Communications has assumed all of the liabilities and obligations of Global under this agreement including all charges previously assessed against Globalcom's ACNA and OCN prior to the effective date of this Amendment and shall also be responsible for all AT&T charges associated with the Wholesale Services, including such Wholesale Services associated with ACNA GCG and NWO and OCN 4604 and 275C, starting on and continuing after the effective date.

3. The Parties agree to add the following company codes to the Agreement:
ACNA "GCG"
OCN "4604"
4. The Parties agree to delete and replace in its entirety Section 19 of the General Terms and Conditions with the following:

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

- 19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Abby Knowlton VP of Carrier Relations
STREET ADDRESS	3340 West Market Street
CITY, STATE, ZIP CODE	Akron, OH 44333
PHONE NUMBER*	(888) 777-3300
FACSIMILE NUMBER	(330) 835-2655
EMAIL ADDRESS	aknowlton@firstcomm.com

AMENDMENT – TERMINATE AGREEMENT, ASSUME COMPANY CODES, NOTICE/AT&T-22STATE

PAGE 3 OF 3

FIRST COMMUNICATIONS

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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) 712-5792
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 ILLINOIS 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.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
12. The Effective Date of this Amendment shall be ten (10) business Days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date").