



**William Roughton**  
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May 21, 2015

**By Messenger**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> 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 Texas 10 LLC ("Texas 10"). In light of the Texas 10 acquisition of TX-11's Assets, by merger of TX-11 into a subsidiary of Texas 10, with TX-11 as the surviving entity, MTPCS desires to continue to purchase services from AT&T under the Texas 10 Agreement and terminate the TX-11 Agreement. AT&T and MTPCS agree to amend the Texas 10 Agreement to reflect the name change to MTPCS, LLC d/b/a Cellular One, on behalf of itself and its managed affiliate, Texas 10, LLC and add the TX-11 ACNA and OCN listed in Section 4 of this Amendment in the state of Texas. 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.

**AGREEMENT**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS**

**AND**

**TEXAS 10, LLC**



Signature: eSigned - Angela M. Tufte

Signature: eSigned - William A. Bockelman

Name: eSigned - Angela M. Tufte  
 (Print or Type)

Name: eSigned - William A. Bockelman  
 (Print or Type)

Title: Vice President & Controller  
 (Print or Type)

Title: Director  
 (Print or Type)

Date: 30 Apr 2015

Date: 01 May 2015

Texas 10, LLC

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

State	CLEC OCN
TEXAS	6922 338D

Description	ACNA Code(s)
ACNA(s)	XTS JTX

**AMENDMENT TO  
COMMERCIAL TRANSIT AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS  
AND  
TEXAS 10, LLC**

The Commercial Transit Agreement by and between Southwestern Bell Telephone Company d/b/a **AT&T TEXAS** ("**AT&T TEXAS**") and **Texas 10, LLC** ("**Texas 10**"), is hereby amended as follows. **AT&T TEXAS** and **Texas 10** are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS, AT&T TEXAS** and **Texas 10** are the parties to a Commercial Transit Agreement ("**Texas 10 Agreement**") dated April 17, 2008;

**WHEREAS, AT&T TEXAS** and **TX-11 Acquisition, LLC** ("**TX-11**") entered into a Commercial Transit Agreement ("**TX-11 Agreement**") dated February 26, 2008;

**WHEREAS, MTPCS, LLC d/b/a Cellular One**, on behalf of itself and its managed affiliate, **Texas 10, LLC** (collectively, "**MTPCS**") represents that it has authority to amend the **Texas 10 Agreement**;

**WHEREAS**, in light of the **Texas 10** acquisition of **TX-11**'s Assets, by merger of **TX-11** into a subsidiary of **Texas 10**, with **TX-11** as the surviving entity, **MTPCS** desires to continue to purchase services from **AT&T TEXAS** under the **Texas 10 Agreement** and terminate the **TX-11 Agreement**;

**WHEREAS, AT&T TEXAS** and **MTPCS** agree to amend the **Texas 10 Agreement** to reflect the name change to "**MTPCS, LLC d/b/a Cellular One**, on behalf of itself and its managed affiliate, **Texas 10, LLC**" and add the **TX-11 ACNA** and **OCN** listed in Section 4 of this Amendment, and accordingly will change the Parties' rights and obligations with respect to the acquired **TX-11** assets, to be governed by the terms of the **Texas 10 Agreement**;

**NOW, THEREFORE**, in consideration of the representations and mutual promises contained herein, **AT&T TEXAS** and **MTPCS** hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The **TX-11 Agreement** shall terminate upon the Effective Date of this Amendment, and the transiting of traffic of **Texas 10** (on behalf of itself and its subsidiary **TX-11**) by **AT&T TEXAS**, and associated services, rights, and obligations, shall be subject to the terms of the **Texas 10 Agreement** instead of the **TX-11 Agreement**.
3. For avoidance of doubt, upon the Effective Date of this Amendment, **MTPCS** will become responsible to **AT&T TEXAS** for all charges previously assessed against **TX-11**'s **ACNA** and **OCN** and incurred subsequent to the **Texas 10** acquisition of **TX-11** on September 1, 2010 and prior to the Effective Date of this Amendment, and shall also be responsible for all **AT&T TEXAS** charges associated with the products and services purchased under this Agreement, including such product and services associated with **ACNA XTS, JTX** and **OCN 6922** and **338D**, starting on and continuing after the Effective Date. Similarly, upon the Effective Date of this Amendment, **AT&T TEXAS** will become responsible to **MTPCS** for all **AT&T TEXAS** liabilities and obligations to **TX-11** incurred subsequent to the **Texas 10** acquisition of **TX-11** and prior to the Effective Date of this Amendment. The Parties hereby represent that there are no such charges, liabilities or obligations which have not been provided to the other Party in a written notice prior to the execution of this Amendment.
4. The **Texas 10 Agreement** is hereby amended to reflect the name change from "**Texas 10, LLC**" to "**MTPCS, LLC d/b/a Cellular One**, on behalf of itself and its managed affiliate, **Texas 10, LLC**."
  - 4.1 **AT&T TEXAS** shall reflect that name change from "**Texas 10, LLC**" and "**TX-11 Acquisition, LLC**" to "**MTPCS, LLC d/b/a Cellular One**, on behalf of itself and its managed affiliate, **Texas 10, LLC**" only for the main billing account (header card) for each of the accounts previously billed to **Texas 10** and **TX-11 Acquisition, LLC** and any other account records necessary to appropriately reflect the name change. **AT&T TEXAS** and **MTPCS, TX 11** and

Texas 10 shall not be obligated, whether under this Amendment or otherwise, to make any other changes to their respective records with respect to those accounts, including to the services and items provided, received and/or billed thereunder or under the Agreement, except to any extent necessary to fulfill their obligations under this Amendment. Without limiting the foregoing, MTPCS affirms, represents, and warrants that it will endeavor to avoid making any change to the ACNA and OCN for those accounts from those previously used by TX-11 with AT&T TEXAS for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

- 4.2 Once this Amendment is effective, Texas 10 and TX-11 shall operate with AT&T TEXAS under the "MTPCS, LLC d/b/a Cellular One, on behalf of itself and its managed affiliate, Texas 10, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders to AT&T TEXAS under MTPCS or Texas 10.
- 5. MTPCS is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by MTPCS, or by AT&T TEXAS on behalf of MTPCS, for updating billing accounts previously billed to TX-11.
- 6. The Parties agree to hereby add the following company codes to the Agreement, effective as of the Effective Date.
  - ACNA "JTX"
  - OCN "338D"
- 7. The Parties agree to delete and replace in its entirety Section 16.3 of the General Terms and Conditions with the following:
  - 16.3 Notices will be addressed to the Parties as follows: This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

NOTICE CONTACT	MTPCS / Texas 10 CONTACT
NAME/TITLE	Engineering Department Attn: Interconnection Manager
STREET ADDRESS	1170 Devon Park Drive, Suite 104
CITY, STATE, ZIP CODE	Wayne, PA 19087
PHONE NUMBER*	610-535-6900
FACSIMILE	610-688-5209
EMAIL ADDRESS	jmartinez@celloneration.com

NOTICE CONTACT	MTPCS / Texas 10 CONTACT - Legal
NAME/TITLE	General Counsel
STREET ADDRESS	1170 Devon Park Drive, Suite 104
CITY, STATE, ZIP CODE	Wayne, PA 19087
EMAIL ADDRESS	jktanner@celloneration.com

NOTICE CONTACT	AT&T CONTACT
NAME/TITLE	Contract Management Attn: Notices Manager
STREET ADDRESS	311 S Akard, 9 <sup>th</sup> Floor
CITY, STATE, ZIP CODE	Dallas, TX 75202
FACSIMILE	(214) 712-5792
EMAIL ADDRESS	m41654@att.com

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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").