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December 2, 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 BCN Telecom, Inc. The amendment will add the states of Alabama, Florida, Georgia, Illinois, Michigan, Mississippi, Nevada, South Carolina Tennessee and Wisconsin to transit agreement. 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

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T LOUISIANA, AT&T
MISSISSIPPI, AT&T SOUTH CAROLINA AND AT&T TENNESSEE,
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND
AT&T WHOLESALE, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

BCN TELECOM, INC.



Signature: eSigned - Julian Jacquez

Signature: eSigned - William A. Bockelman

Name: eSigned - Julian Jacquez
(Print or Type)

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

Title: Executive Vice President
(Print or Type)

Title: Director
(Print or Type)

Date: 30 Oct 2015

Date: 30 Oct 2015

BCN Telecom, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ALABAMA	7896	8158
FLORIDA	7896	8134
GEORGIA	7896	819A
ILLINOIS	7896	040D
LOUISIANA	7896	509H
MICHIGAN	7896	705C
MISSISSIPPI	7896	504H
NEVADA	7896	431H
SOUTH CAROLINA	7896	9995
TENNESSEE	7896	234A
WISCONSIN	7896	952E

Description	ACNA Code(s)
ACNA(s)	IGP

**AMENDMENT
TO THE
COMMERCIAL AGREEMENT – TRANSIT TRAFFIC SERVICE
BCN TELECOM, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T LOUISIANA**

This Amendment to the Commercial Agreement (“Amendment”) is entered into by and between BellSouth Telecommunications, LLC dba **AT&T LOUISIANA** (“**AT&T LOUISIANA**”) and BCN Telecom, Inc. (“**CLEC**”). **AT&T LOUISIANA** and **CLEC** are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, **CLEC** and **AT&T LOUISIANA** are “Parties” to a certain Commercial Agreement – Transit Traffic Service having an effective date of December 12, 2014, as may have been amended, pursuant to which **AT&T LOUISIANA** provides Transit Traffic Service (“Transit Traffic Service Agreement”); and

WHEREAS, **AT&T LOUISIANA** and **CLEC** have agreed to amend the Transit Traffic Service Agreement as set forth herein.

WHEREAS, both Parties are willing to agree to this Amendment only on the basis that the entirety of this Amendment being an indivisible whole.

NOW, THEREFORE, for and in consideration of the premise, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Changes to the Transit Traffic Service Agreement
 - 1.1 This Amendment is in regard to **CLEC**’s expansion into Alabama, Florida, Georgia, Illinois, Michigan, Mississippi, Nevada, South Carolina, Tennessee and Wisconsin and to purchase Transit Traffic Service in Alabama, Florida, Georgia, Illinois, Michigan, Mississippi, Nevada, South Carolina, Tennessee and Wisconsin, subject to an Interconnection Agreement between **CLEC** and **AT&T-11STATE** for Alabama, Florida, Georgia, Illinois, Michigan, Mississippi, Nevada, South Carolina, Tennessee and Wisconsin .
 - 1.2 This Amendment adds the Transit Traffic Service Appendix Pricing for Alabama, Florida, Georgia, Illinois, Michigan, Mississippi, Nevada, South Carolina, Tennessee and Wisconsin as attached hereto and incorporated herein by this reference (EXHIBIT A).
 - 1.3 Upon the date that this Amendment becomes effective, the Commercial Transit Agreements by and between BellSouth Telecommunications, LLC d/b/a **AT&T MISSISSIPPI** and BCN Telecom, Inc. and the Commercial Transit Agreement by and between Nevada Bell Telephone Company d/b/a **AT&T NEVADA** and **AT&T Wholesale** and BCN Telecom, Inc. will be terminated.
2. The Parties agree to replace Section 18.0 from the Agreement with the following language:
 - 18.0 Notices**
 - 18.1 Notices given by **CLEC** to **AT&T-11STATE** 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:
 - 18.1.1 delivered by electronic mail (email).
 - 18.1.2 delivered by facsimile.
 - 18.2 Notices given by **AT&T-11STATE** to the **CLEC** 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:

- 18.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 18.4 below.
- 18.2.2 delivered by facsimile provided CLEC has provided such information in Section 18.4 below.
- 18.3 Notices will be deemed given as of the earliest of:
 - 18.3.1 the date of actual receipt;
 - 18.3.2 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;
 - 18.3.3 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;
- 18.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Julian Jacquez Executive Vice President
STREET ADDRESS	1200 Mt. Kemble Avenue, Third Floor
CITY, STATE, ZIP CODE	Morristown, NJ 07960
PHONE NUMBER*	304.612.3877
FACSIMILE NUMBER	908.470.4707
EMAIL ADDRESS	jjacquez@bcntele.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
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.

- 18.5 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 18.0. 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.
- 18.6 In addition, CLEC agrees that it is responsible for providing AT&T-11STATE with CLEC’s OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T-11STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 18.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
 - 18.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
 - 18.6.2 CLEC may be able to place orders for certain services in AT&T-11STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without

additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

18.7 AT&T-11STATE 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.

3. Amendment Effective Date

3.1 The Effective Date of this Amendment shall be ten (10) calendar days after both Parties' final authorizing signatures have been affixed to this Amendment.

4. Additional Terms and Conditions

4.1 This Amendment contains provisions that have been negotiated as part of an entire Amendment and integrated with each other in such a manner that each provision is material to every other provision.

4.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in this Amendment. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on an "all or nothing" basis, and included the totality of rates, terms and conditions listed herein, and that it is an indivisible whole, intended to bind **AT&T LOUISIANA** and CLEC.

4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE TRANSIT TRAFFIC SERVICE AGREEMENT SHALL REMAIN UNCHANGED.

4.4 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

4.5 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the Transit Traffic Service Agreement (including all of its accompanying Appendices, Schedules and Exhibits but ignoring this Amendment), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

4.6 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.

4.7 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

4.8 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

4.9 AT&T will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

PRICING SHEETS

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
TRANSIT	AL	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS

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
TRANSIT	FL	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS

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
TRANSIT	GA	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS

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
TRANSIT	IL	TRANSIT TRAFFIC SERVICE	Tandem Switching	OHU	USG23		\$0.004836	NA	NA	per minue of use
TRANSIT	IL	TRANSIT TRAFFIC SERVICE	Tandem Termination	OHU	USG20		\$0.000189	NA	NA	per minue of use
TRANSIT	IL	TRANSIT TRAFFIC SERVICE	Tandem Facility - per mile	OHU	USG21		\$0.000009	NA	NA	per mile, per minute of use

PRICING SHEETS

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
TRANSIT	MI	TRANSIT TRAFFIC SERVICE	Tandem Switching	OHU	USG23		\$0.004985	NA	NA	per minue of use
TRANSIT	MI	TRANSIT TRAFFIC SERVICE	Tandem Termination	OHU	USG20		\$0.000156	NA	NA	per minue of use
TRANSIT	MI	TRANSIT TRAFFIC SERVICE	Tandem Facility - per mile	OHU	USG21		\$0.000036	NA	NA	per mile, per minute of use

PRICING SHEETS

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
TRANSIT	MS	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS

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
TRANSIT	NV	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use	L1T++			\$0.008980	NA	NA	per minute of use

PRICING SHEETS

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
TRANSIT	SC	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS

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
TRANSIT	TN	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS

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
TRANSIT	WI	TRANSIT TRAFFIC SERVICE	Tandem Switching	OHU	USG23		\$0.004406	NA	NA	per minue of use
TRANSIT	WI	TRANSIT TRAFFIC SERVICE	Tandem Termination	OHU	USG20		\$0.000070	NA	NA	per minue of use
TRANSIT	WI	TRANSIT TRAFFIC SERVICE	Tandem Facility - per mile	OHU	USG21		\$0.000061	NA	NA	per mile, per minute of use