



William Roughton
Executive Director-Senior Legal Counsel

AT&T Services, Inc.
1120 20th Street NW Ste. 1000
Washington, D.C. 20036

Phone: 202.457.2040
Fax: 202.463.8066
E-mail: wr757k@att.com

August 22, 2016

Via Electronic Submission

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 Airespring, Inc. The amendment adds the states of Florida, Georgia, Mississippi and Tennessee to existing Commercial Transit Agreement. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton
Executive Director-Senior Legal Counsel
AT&T Services, Inc.

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA,
AT&T GEORGIA, AT&T MISSISSIPPI AND AT&T TENNESSEE**

AND

AIRESPRING, INC.

Signature: eSigned - AVI LonsteinSignature: eSigned - William A. BockelmanName: eSigned - AVI Lonstein
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: President
(Print or Type)Title: Director
(Print or Type)Date: 16 Jun 2016Date: 21 Jun 2016

Airespring, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T
FLORIDA, AT&T GEORGIA, AT&T MISSISSIPPI and
AT&T TENNESSEE by AT&T Services, Inc., its
authorized agent

State	Resale OCN	ULEC OCN
FLORIDA	259B	----
GEORGIA	259B	----
MISSISSIPPI	259B	----
TENNESSEE	259B	----

**AMENDMENT
TO THE
COMMERCIAL AGREEMENT – TRANSIT TRAFFIC SERVICE
AIRESPRING, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T
MISSISSIPPI AND AT&T TENNESSEE**

This Amendment to the Commercial Agreement ("Amendment") is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T MISSISSIPPI and AT&T TENNESSEE ("AT&T") and Airespring, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, Carrier and AT&T are Parties to a certain Commercial Agreement – Transit Traffic Service having an effective date of January 26, 2009, as may have been amended, pursuant to which AT&T provides Transit Traffic Service ("Transit Traffic Service Agreement"); and

WHEREAS, AT&T and Carrier 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 planned expansion into Florida, Georgia, Mississippi and Tennessee and to purchase Transit Traffic Service in Florida, Georgia, Mississippi and Tennessee, subject to an Interconnection Agreement between CLEC and BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T MISSISSIPPI and AT&T TENNESSEE for Florida, Georgia, Mississippi and Tennessee .
- 1.2 This Amendment adds the Transit Traffic Service Appendix Pricing for Florida, Georgia, Mississippi and Tennessee as attached hereto and incorporated herein by this reference.

2. Amendment Effective Date

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

3. Additional Terms and Conditions

- 3.1 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.
- 3.2 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 and Carrier.
- 3.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE TRANSIT TRAFFIC SERVICE AGREEMENT SHALL REMAIN UNCHANGED.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 AT&T will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.

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

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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