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February 1, 2017

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 New Horizons Communications Corp. The amendment will add Tennessee to the existing Transit agreement. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton
Assistant Vice President-Senior Legal Counsel
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

NEW HORIZONS COMMUNICATIONS CORP.; NHC COMMUNICATIONS



Signature: eSigned - Glen E. NelsonSignature: eSigned - William BockelmanName: eSigned - Glen E. Nelson
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: VP Marketing & BusinessDevelopment
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 27 Dec 2016Date: 03 Jan 2017New Horizons Communications Corp.; NHC
CommunicationsBellSouth 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 | 679C | 106H |
| FLORIDA | 679C | 721F |
| GEORGIA | 679C | 108H |
| ILLINOIS | 679C | 307F |
| LOUISIANA | 679C | 554H |
| MICHIGAN | 679C | 722F |
| MISSISSIPPI | 679C | 274H |
| NEVADA | 679C | 559H |
| SOUTH CAROLINA | 679C | 716H |
| WISCONSIN | 679C | 725F |

| Description | ACNA Code(s) |
|-------------|--------------|
| ACNA(s) | NHZ |

**AMENDMENT
TO THE
COMMERCIAL AGREEMENT – TRANSIT TRAFFIC SERVICE
NEW HORIZONS COMMUNICATIONS CORP.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T TENNESSEE**

This Amendment to the Commercial Agreement ("Amendment") is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T") and New Horizons Communications Corp. ("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 November 30, 2013, 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 Tennessee and to purchase Transit Traffic Service in Tennessee, subject to an Interconnection Agreement between CLEC and BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE for Tennessee.
 - 1.2 This Amendment adds the Transit Traffic Service Appendix Pricing for 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.

4. The Parties agree to replace Section 18.0 from the Agreement with the following language:

18.0 Notices

- 18.1 Notices given by CARRIER to AT&T 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 to the CARRIER 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 CARRIER has provided such information in Section 18.4 below.
- 18.2.2 delivered by facsimile provided CARRIER 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 | CARRIER CONTACT |
|-----------------------|---|
| NAME/TITLE | Glen E. Nelson VP Marketing & Business Development |
| STREET ADDRESS | 420 Bedford Street, Suite 250 |
| CITY, STATE, ZIP CODE | Lexington, MA 02420 |
| PHONE NUMBER* | (781) 290-4611 |
| FACSIMILE NUMBER | N/A |
| EMAIL ADDRESS | gnelson@nhcgrp.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, CARRIER agrees that it is responsible for providing AT&T with CARRIER's OCN and ACNA numbers for the states in which CARRIER is authorized to do business and in which CARRIER is requesting that this Agreement apply. In the event that CARRIER wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CARRIER shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 18.0 notice provision; CARRIER shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 18.7 AT&T communicates official information to CARRIERS 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.
5. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Effective Date of this Amendment shall be ten (10) days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Amendment Effective Date").

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 |
| | | | | | | | | | | |