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June 13, 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 Bestline Communications, LP. The amendment extends the terms of the LWC agreement in the state of Texas. If you have any questions, please do not hesitate to contact me at (202) 463-4148.

Sincerely,

/s/ Keith Krom  
Assistant Vice President-Senior Legal Counsel  
AT&T Services, Inc.

**AMENDMENT**

**BETWEEN**

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

**AND**

**BESTLINE COMMUNICATIONS, LP**

Signature: eSigned - Rob Milani

Signature: eSigned - William Bockelman

Name: eSigned - Rob Milani  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: VP-Business Ops  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 26 May 2017

Date: 26 May 2017

Bestline Communications, LP

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

**AMENDMENT TO THE LOCAL WHOLESALE COMPLETE  
COMMERCIAL AGREEMENT  
BETWEEN  
AT&T-21STATE  
AND  
BESTLINE COMMUNICATIONS, LP**

This Amendment (the "Amendment") amends the Local Wholesale Complete Commercial Agreement (LWC) by and between AT&T-21STATE and Bestline Communications, LP ("CARRIER"), hereinafter referred to collectively as the "Parties" and individually as a "Party", and shall apply in the State(s) of Texas.

**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**, the Parties desire to extend the term of the Agreement, modify the pricing, and make additional changes as set forth below.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained herein, and Pricing Sheet (Exhibit A) immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Within the existing Agreement, where the expiration of the Term is listed as October 31, 2017, this date shall be amended and restated as October 31, 2020.
3. Section 11.15 of the General Terms and Conditions is hereby deleted.
4. Section 13.4 of the General Terms and Conditions is hereby amended and restated as follows:
  - 13.4 Service Center Dispute Resolution - The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written Notice sent to AT&T-21STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form" located on CLEC Online at <https://clec.att.com/clec/hb/shell.cfm?section=200&hb=507>
5. Section 13.4.5 of the General Terms and Conditions is hereby amended and restated as follows:
  - 13.4.5 The Parties shall attempt to resolve Disputed Amounts thirty (30) to sixty (60) calendar days from the date the dispute is received (provided the Disputing Party furnishes all requisite information and evidence under Section 13.4 above). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.
6. Section 3.1.13 of Attachment 2 – Local Wholesale Complete is deleted.
7. Section 4.1.1 of Attachment 2 – Local Wholesale Complete is hereby amended and replaced with the following:
  - 4.1.1 LWC is only available to Residential and Small Business POTS classes of service.
8. Sections 5.5.1.1, 5.5.1.2, 5.5.1.3 and 5.5.1.4 of Attachment 2 – Local Wholesale Complete are hereby deleted and replaced with the following Section 5.5.1.1:
  - 5.5.1.1 Notwithstanding that this Agreement may commit AT&T-21STATE to provide LWC to CARRIER for the Term, AT&T-21STATE may discontinue providing LWC or LWC in its current technological form and do so subject to any applicable regulatory requirements.

9. Attachment 10 - Service Assurance Plan along with its Exhibit 1 – Service Assurance Plan Business Rules are hereby deleted.
10. Section 1.3 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) is hereby amended and restated as follows:
  - 1.3 CARRIER's LWC End Users shall have the same ability to reach AT&T-21STATE OS and DA platforms as AT&T-21STATE retail End Users served via the same AT&T-21STATE end office switch providing the LWCAL from which the OS/DA call originates, including the following where technically feasible and available:
    - (a) Dialing "0" or "0+NPA-NXX-xxxx" and obtaining Operator Services, such as Operator-assisted dialing.
    - (b) Dialing "411" or "555-1212" and reaching Directory Assistance for purposes such as
      - (i) Retrieving a Published Telephone Number
      - (ii) DA Call Completion to a Retrieved Telephone Number
      - (iii) National Directory Assistance
      - (iv) Reverse Directory Assistance
      - (v) Business Category Search
11. Section 1.4 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) is hereby amended and restated as follows:
  - 1.4 CARRIER's LWC End User OS/DA calls shall be answered by AT&T-21STATE OS and DA platforms with the same priority as AT&T-21STATE retail End Users served via the same AT&T-21STATE end office switch providing the LWCAL from which the OS/DA call originates. Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE retail End Users served via that same AT&T-21STATE end office switch.
12. Section 2.2.1 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) is hereby amended and restated as follows:
  - 2.2.1 Operator Assistance. The individual originating a 0+ or 0- call from a LWCAL asks the operator to provide local and intraLATA dialing assistance for the purposes of completing calls, requesting information on how to place calls, or handling emergency calls.
13. Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5 and 2.2.6 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) are hereby deleted.
14. Attachment 15 - Coin is hereby deleted.
15. The Parties hereby amend the Agreement's Pricing Schedule as set forth in Exhibit A to include revised LWC rates, remove LWC Coin services and rates, remove certain OS/DA services and rates and remove the Paper Bill Charge.
16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
17. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
18. AT&T-21STATE will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.
19. The effective date of this Amendment shall be November 1, 2017.

PRICING SHEETS

EXHIBIT A

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
LWC	TX	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Business (Effective 11/1/2017 - 10/31/2018)		U5RBX		\$38.00	\$0.00	\$0.00	per line
LWC	TX	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Business (Effective 11/1/2018 - 10/31/2019)		U5RBX		\$39.00	\$0.00	\$0.00	per line
LWC	TX	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Business (Effective 11/1/2019 - 10/31/2020)		U5RBX		\$40.00	\$0.00	\$0.00	per line
LWC	TX	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Residence (Effective 11/1/2017 - 10/31/2018)		U5RRX		\$32.00	\$0.00	\$0.00	per line
LWC	TX	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Residence (Effective 11/1/2018 - 10/31/2019)		U5RRX		\$33.00	\$0.00	\$0.00	per line
LWC	TX	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Residence (Effective 11/1/2019 - 10/31/2020)		U5RRX		\$34.00	\$0.00	\$0.00	per line
LWC	TX	OPTIONAL SERVICES	Privacy Manager per Port-Business		UKLBX		\$3.50	\$0.00	\$0.00	per port
LWC	TX	OPTIONAL SERVICES	Privacy Manager per Port-Residence		UKLRX		\$3.50	\$0.00	\$0.00	per port
LWC	TX	LWC USAGE	Originating		ZZUWC		\$0.002000	NA	NA	MOU
LWC	TX	LWC USAGE	Terminating		ZZUWC		\$0.002000	NA	NA	MOU
LWC	TX	LWC USAGE	MOU CAP		ZZUCC		1,500			
LWC	TX	OPTIONAL EAS FUNCTIONALITY	Optional Calling Area (Two-way EAS) additive		OPXEX		\$8.00	NA	NA	
LWC	TX	OPTIONAL EAS FUNCTIONALITY	One Way EAS for Analog Port described in EACS TX GenExch Tariff (with 2-way EAS)		EXCAQ		\$3.00	\$0.00	\$0.00	
LWC	TX	OPTIONAL EAS FUNCTIONALITY	Metro Calling Plan on Analog Port described in TX GenExch Tariff		EXCAP		\$3.00	\$0.00	\$0.00	
LWC	TX	OPTIONAL EAS FUNCTIONALITY	Optional One-way EAS for Analog Port for Exchanges listed in TX GenExch Tariff EACS		EXCAE		\$3.00	\$0.00	\$0.00	
LWC	TX	OPTIONAL EAS FUNCTIONALITY	Optional One-way EAS for Analog Port for Exchanges listed in TX GenExch Tariff EACS		EXCAF		\$3.00	\$0.00	\$0.00	
LWC	TX	OPTIONAL EAS FUNCTIONALITY	Optional One-way EAS for Analog Port for Exchanges listed in TX GenExch Tariff EACS		EXCAT		\$3.00	\$0.00	\$0.00	
LWC	TX	OPTIONAL EAS FUNCTIONALITY	Optional One-way Calling Area-Region (Angleton TX)		EXCAR		\$3.00	\$0.00	\$0.00	
LWC	TX	OPTIONAL EAS FUNCTIONALITY	Optional One-way Calling Area-Region (Galveston TX)		EXCAB		\$3.00	\$0.00	\$0.00	
LWC	TX	OPTIONAL EAS FUNCTIONALITY	Optional One-way Calling Area-Region (San Augustine TX or Center TX)		EXCAD		\$3.00	\$0.00	\$0.00	
LWC	TX	SERVICE ORDER CHARGES	Record Order for Wholesale Complete per Order		NRFWB		NA	\$7.50	\$0.00	per LSR
LWC	TX	SERVICE ORDER CHARGES	Manual Service Order Charge				NA	\$50.00	\$0.00	per LSR
LWC	TX	OTHER CHARGES	Service Order Expedite Request - per incident				NA	200.00	\$0.00	per incident
LWC	TX	OTHER CHARGES	Bill Inquiry (per claim)				NA	\$25.00	\$0.00	per claim
LWC	TX	OTHER CHARGES	Non-EFI (electronic funds interface/transfer)				NA	\$25.00	\$0.00	per incident
LWC	TX	OTHER CHARGES	Duplicate CABS Bill Charge				NA	\$25.00	\$0.00	per incident
LWC	TX	OTHER CHARGES	Flat Rate False Dispatch Charge				NA	\$75.00	\$0.00	per incident
LWC	TX	OTHER CHARGES	False Tech Dispatch				NA	\$75.00	\$0.00	per incident
LWC	TX	ALTERNATELY BILLED TRAFFIC	Accounts Receivable Discount Off Retail Tariff		280		0.00%	NA	NA	
LWC	TX	ALTERNATELY BILLED TRAFFIC	Billing & Collect Credit per message		280		\$0.05	NA	NA	per message
LWC	TX	DIRECTORY ASSISTANCE	Directory Assistance (DA) blended Rate for 1		ZZUO3		\$0.41	NA	NA	per call
LWC	TX	DIRECTORY ASSISTANCE	Directory Assistance Call Completeion (DACC) per call		ZZUO7		\$0.15	NA	NA	per port
LWC	TX	DIRECTORY ASSISTANCE	National DA (NDA) per call		ZZUO5		\$0.65	NA	NA	per call

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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
LWC	TX	DIRECTORY ASSISTANCE	Business Search Category (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
LWC	TX	DIRECTORY ASSISTANCE	Reverse Directory Assistance (RDA)		ZZUO8		\$0.65	NA	NA	per call
LWC	TX	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service				\$2.00	NA	NA	per call
LWC	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance-Branding Initial/Subsequent Load		NRBDG		NA	\$1,800.00	\$1,800.00	per line
LWC	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance-Branding per Call		ZZUCB		\$0.030000	NA	NA	per call
LWC	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance -Rate Reference-Initial Load		NRBDL		NA	\$5,000.00	NA	per LSR
LWC	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance-Rate Reference-Subsequent Load		NRBDM		NA	\$1,500.00	NA	per load
LWC	TX	DIRECTORY LISTINGS	Non-List, No-Pub, Foreign, enhanced, additional, alternate or other special listing type							
LWC	TX	OPERATOR SERVICES	Operated Services-Fully Automated Call Processing (Per Completed automated call)		ZZUO1		\$0.15	NA	NA	per completed call
LWC	TX	OPERATOR CALL PROCESSING	Operator Services-Operator Assisted Call Processing (per work second)		ZZUO2		\$0.030000	NA	NA	per incident
LWC	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Facilities Based Branding Initial/Subsequent Load		NRBDG		NA	\$1,800.00	\$1,800.00	per load
LWC	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Facilities Based Branding - Per Call (Line # based. When unbundled switching is used or when more than one brand required on same trunk group)		ZZUCB		\$0.030000	\$0.00	NA	per call
LWC	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Facilities Based Rate Reference -Initial Load		NRBDL		NA	\$5,000.00	NA	per load
LWC	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load		NRBDM		NA	\$1,500.00	NA	per load