

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of Southwestern     )  
Bell Telephone Company, d/b/a AT&T Missouri,     )  
For Approval of an Amendment to                     )     Case No. \_\_\_\_\_  
an Interconnection Agreement                         )  
Under the Telecommunications Act of 1996.             )

**AT&T MISSOURI'S APPLICATION FOR APPROVAL OF  
AN AMENDMENT TO AN INTERCONNECTION AGREEMENT**

AT&T Missouri,<sup>1</sup> pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Act")<sup>2</sup> and 20 CSR 4240-28.013(2), respectfully submits this Application for Approval of an Amendment to the Interconnection Agreement ("Agreement") by and between AT&T Missouri and Birch Telecom of Missouri, Inc. (now known as Fusion Cloud Services, LLC) and Ionex Communications, Inc. (now known as Lingo Communications Midwest, LLC) requests that the Commission approve the Amendment.

In support of this Application, AT&T Missouri states:

1. AT&T Missouri is a Delaware corporation with its principal Missouri office at 1010 Pine Street, Room 19E-K-01, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorney, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri<sup>3</sup> and its fictitious name is duly registered with the Missouri Secretary of State.<sup>4</sup> AT&T Missouri is a "local exchange telecommunications

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<sup>1</sup> Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

<sup>2</sup> 47 U.S.C. §252(e).

<sup>3</sup> See, Certificate of Conversion from the Missouri Secretary of State, dated October 3, 2012 (which was filed with the Commission on December 4, 2012 in Case No. IO-2013-0323).

<sup>4</sup> A copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on January 8, 2019, in Case No. TO-2019-0195.

company" and a "public utility," and is duly authorized to provide "telecommunications service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Katherine C. Swaller  
AVP Senior Legal Counsel  
1010 Pine Street, Room 19E-K-01  
St. Louis, Missouri 63101

3. AT&T Missouri has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve retail customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.

4. AT&T Missouri does not have any annual report or assessment fees that are overdue in Missouri.

5. AT&T Missouri seeks approval of the Amendment submitted herewith, which has been signed by the parties. The Commission must approve the Amendment unless it determines that the Amendment (or any portion thereof): (a) discriminates against a telecommunications carrier not a party to the Amendment; or (b) the implementation of such Amendment is not consistent with the public interest, convenience, and necessity.<sup>5</sup>

6. AT&T Missouri states that the Amendment does not discriminate against a telecommunications carrier not a party to the Amendment. AT&T Missouri further states that implementation of the Amendment is consistent with the public interest,

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<sup>5</sup> See, 47 U.S.C. § 252(e)(2).

convenience, and necessity. The purpose of the Amendment is to remove Ionex Communications, Inc. (now known as Lingo Communications Midwest, LLC) from the Interconnection Agreement and to assign its interests to Birch Telecom of Missouri, Inc. (now known as Fusion Cloud Services, LLC).

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and Birch Telecom of Missouri, Inc. (now known as Fusion Cloud Services, LLC).

Respectfully submitted,

Southwestern Bell Telephone Company  
d/b/a AT&T Missouri



BY \_\_\_\_\_

KATHERINE C. SWALLER #34271

Attorney for Southwestern Bell Telephone Company  
d/b/a AT&T Missouri  
1010 Pine Street, Room 19E-K-01  
St. Louis, Missouri 63101  
314-825-6606 (Telephone)  
[katherine.swaller@att.com](mailto:katherine.swaller@att.com)

**CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on January 7, 2021.



BY \_\_\_\_\_  
Katherine C. Swaller

Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
[staffcounsel@psc.mo.gov](mailto:staffcounsel@psc.mo.gov)

Office Of The Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102  
[opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)

COUNTY OF DALLAS       )  
                                      )  
STATE OF TEXAS       )       SS

**VERIFICATION**

I, Richard T. Howell, being duly sworn upon my oath, state that I am over twenty-one, of sound mind, and am authorized to act on behalf of AT&T Missouri regarding the foregoing pleading. I have read the pleading. Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.



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Richard T. Howell

Sworn and subscribed to before me this \_\_\_\_ day of January 2021.

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Notary Public

## **AMENDMENT**

### **BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

### **AND**

**BIRCH COMMUNICATIONS, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF KANSAS, INC. (N/K/A FUSION TELECOM OF KANSAS, LLC); BIRCH TELECOM OF MISSOURI, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF OKLAHOMA, INC. (N/K/A FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC); AND BIRCH TELECOM OF TEXAS, LTD., L.L.P. (N/K/A FUSION TELECOM OF TEXAS, LTD., LLP)**

Signature: eSigned - James P. Prenetta, Jr.Signature: eSigned - Kristen ShoreName: eSigned - James P. Prenetta, Jr.  
(Print or Type)Name: eSigned - Kristen Shore  
(Print or Type)Title: Executive Vice President and General Counsel Title: AVP Regulatory  
(Print or Type) (Print or Type)Date: 02 Oct 2020Date: 07 Oct 2020

**Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC); Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC); Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC); Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC); and Birch Telecom of Texas, Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP)**

**BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	674C, 283D, 3244	372F, 969A
FLORIDA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147 7012, 7700, 1604	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720
GEORGIA	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	055G, 817A, 1768, 171C, 4361	1986, 2720, 4361, 053H, 144H 5348 817A

	7700		
INDIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940
LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MISSISSIPPI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	916F, 8665	1428, 4736, 8665, 034H, 9335, 215D
NEVADA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G,	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720



	384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104		
OHIO	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	672C, 007A	2212, 230F, 159D, 4329
OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390
TEXAS	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	6239, 496A, 9589, 3750, 4737, 4364	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	247D, 5240, 3246	1747, 247D, 3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ, BYG, ENC, IOX, NIK, SEQ, SUU, TTU, UID, VLK

## **AMENDMENT**

### **BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

### **AND**

**IONEX COMMUNICATIONS, INC. (N/K/A LINGO COMMUNICATIONS MIDWEST, LLC); IONEX COMMUNICATIONS SOUTH, INC.( LINGO COMMUNICATIONS SOUTH, LLC) BIRCH TELECOM OF THE GREAT LAKES, INC. (N/K/A LINGO TELECOM OF THE GREAT LAKES, LLC); BIRCH TELECOM OF THE SOUTH, INC. (N/K/A LINGO TELECOM OF THE SOUTH, LLC); AND BIRCH TELECOM OF THE WEST, INC. (N/K/A LINGO TELECOM OF THE WEST, LLC)**

Signature: \_\_\_\_\_ eSigned - Charles Griffin

Signature: \_\_\_\_\_ eSigned - Kristen Shore

Name: \_\_\_\_\_ eSigned - Charles Griffin  
(Print or Type)Name: \_\_\_\_\_ eSigned - Kristen Shore  
(Print or Type)Title: \_\_\_\_\_ CEO & President  
(Print or Type)Title: \_\_\_\_\_ AVP Regulatory  
(Print or Type)

Date: \_\_\_\_\_ 05 Oct 2020

Date: \_\_\_\_\_ 07 Oct 2020

Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC); Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC); Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC); Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC); and Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

**ASSIGNMENT & AMENDMENT TO  
INTERCONNECTION AND/OR RESALE AGREEMENTS  
BY AND BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,  
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY  
INCORPORATED D/B/A AT&T INDIANA, , NEVADA BELL TELEPHONE COMPANY D/B/A AT&T  
NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO,  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T  
MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T  
WISCONSIN**

**AND**

**BIRCH COMMUNICATIONS, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF  
KANSAS, INC. (N/K/A FUSION TELECOM OF KANSAS, LLC); BIRCH TELECOM OF OKLAHOMA,  
INC. (N/K/A FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA,  
LLC); BIRCH TELECOM OF TEXAS, LTD., L.L.P. (N/K/A FUSION TELECOM OF TEXAS, LTD., LLP);  
BIRCH TELECOM OF MISSOURI, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM  
OF THE SOUTH, INC. (N/K/A LINGO TELECOM OF THE SOUTH, LLC); BIRCH TELECOM OF THE  
GREAT LAKES, INC. (N/K/A LINGO TELECOM OF THE GREAT LAKES, LLC); IONEX  
COMMUNICATIONS, INC. (N/K/A LINGO COMMUNICATIONS MIDWEST, LLC); AND BIRCH  
TELECOM OF THE WEST, INC. (N/K/A LINGO TELECOM OF THE WEST, LLC)**

This Assignment and Amendment (collectively, the "Amendment") amends each interconnection and/or resale agreement by and between each AT&T entity and each CLEC entity (collectively, "CLEC Entities"), respectively, listed in each row of Column A and Column B in the attached Exhibit A (collectively, "Agreements"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on June 3, 2019, Fusion Connect, Inc. and its subsidiaries (collectively, "Fusion") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York, in Case No. 19-11811 (the "Bankruptcy Court");

**WHEREAS**, by order dated December 17, 2019, the Bankruptcy Court confirmed the *Third Amended Joint Chapter 11 Plan of Fusion, Connect, Inc., and Its Subsidiary Debtors*, Doc. No. 680 (the "Plan");

**WHEREAS**, on January 2, 2020, the Bankruptcy Court entered the *Stipulation, Agreement, and Order Resolving AT&T's Objection to Proposed Cured Amount*, Doc No. 703 (the "Stipulation") pursuant to which all contracts and agreements between AT&T Corp. and its affiliates (collectively, "AT&T") and Fusion (collectively, the "Stipulation Contracts"), were to be assumed by Fusion on the effective date of the Plan (which under the Plan was January 14, 2020, see Doc. 725);

**WHEREAS**, in 2018, Birch Communications, Inc. underwent an organizational change pursuant to which certain of its affiliated entities listed in this Agreement became indirect subsidiaries of Fusion Connect, Inc. and certain other affiliated entities of Birch Communications, Inc. were spun off to Lingo Management, LLC, which is a wholly owned subsidiary of Lingo Communications, LLC;

**WHEREAS**, this Amendment removes from the Agreements certain CLEC Entities that are listed in Column E of Exhibit A which were spun off and are not Fusion entities (collectively, "Lingo Entities"), so that the entities that remain in or on the Agreements (as amended by this Amendment) are Fusion entities. To accomplish the removal of such Lingo Entities, which are listed in Column E of Exhibit A, from the listed Agreements, such Lingo Entities are assigning their interests in such Agreements to (a) the Fusion entity already named as a Party in such Agreements (or as designated in Exhibit A), or (b) if a Fusion entity is

not already named as a Party in the Agreement (which are the Agreements that reference Birch Telecom of the Great Lakes, Inc. in Column B of Exhibit A) to Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC); and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, along with the Exhibit A attached hereto, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Lingo Entities, as listed in each row of Column E of Exhibit A, hereby assign their interest in the Agreements between the Parties, as listed in Columns A through D of each row of Exhibit A, to: (a) the Fusion entity that is already Party to such Agreements (or as designated in Exhibit A) or (b) with respect to Agreements that include Birch Telecom of Great Lakes, Inc. that are listed in Exhibit A, Column B, such Agreements are assigned to Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC). In addition, such Lingo Entities, as listed in Column E of Exhibit A, hereby agree to be removed from such Agreements. AT&T consents to such assignments and removals. For avoidance of any doubt, as a result of these assignments and removals, each Agreement listed in each row of Exhibit A is by and between the AT&T entity listed in Column A of that row and the Fusion entity listed in Column F of that row of Exhibit A.
3. Other than the Chapter 11 case referenced above in the recitals, in the event that a voluntary or involuntary petition is filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's assumption of this Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's assumption of this Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's Agreement(s) shall remain in full force and effect unless otherwise negotiated and shall constitute monetary obligations of the parties under this Agreement. In the event that this Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption unless otherwise agreed and memorialized by CLEC and AT&T in writing.
4. There shall be a retroactive application of the provisions this Amendment to the effective date of the Plan. This Amendment shall be deemed to revise the terms and provisions of each of the Agreements 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 any of the Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to a particular Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in a particular 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.
5. 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 each of the Agreements (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 any of the Agreements or which may be the subject of further review).
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
9. This Amendment shall be filed with the applicable state Commission and effective as follows:

- 9.1 For Alabama, Arkansas, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, this Amendment is effective upon filing.
- 9.2 For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 9.3 For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

**EXHIBIT A**

<b>AT&amp;T ILEC Entity Name</b>	<b>CLEC ("CLEC Entities")</b>	<b>Contract Type</b>	<b>Approved Date</b>	<b>Removed Legacy Birch Entities that Are Now Lingo Entity(ies) ("Lingo Entities")</b>	<b>Fusion Entity on the ICA After the Assignment and Removal of the Lingo Entities from the ICA</b>
<b>Col. A</b>	<b>Col. B</b>	<b>Col. C</b>	<b>Col. D</b>	<b>Col. E</b>	<b>Col. F</b>
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement <sup>1</sup>	7/1/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	1/21/2009	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	5/26/2010	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/8/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	6/7/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	1/25/2006	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	6/27/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	9/11/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	8/12/2005	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/22/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)

<sup>1</sup> References to "Interconnection Agreement" herein include provisions for interconnection and/or resale, as may be applicable, under the Agreements.

AT&T ILEC Entity Name	CLEC ("CLEC Entities")	Contract Type	Approved Date	Removed Legacy Birch Entities that Are Now Lingo Entity(ies) ("Lingo Entities")	Fusion Entity on the ICA After the Assignment and Removal of the Lingo Entities from the ICA
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)	Interconnection Agreement	4/14/2008	Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/8/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	8/24/2006	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC)
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	8/9/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	7/16/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	7/14/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Birch Telecom of Texas Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP) and Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC)	Interconnection Agreement	8/29/2005	Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC)	Birch Telecom of Texas Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP)
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	8/6/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)