

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY,
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA
BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE
OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
MISSOURI, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

US SIGNAL COMPANY, L.L.C.



Signature: eSigned - Barbara BoshovenName: eSigned - Barbara Boshoven
(Print or Type)Title: Vice President of Corporate Affairs
(Print or Type)Date: 20 Jun 2016**US Signal Company, L.L.C.**Signature: eSigned - William A. BockelmanName: eSigned - William A. Bockelman
(Print or Type)Title: Director
(Print or Type)Date: 20 Jun 2016

BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Southwestern Bell Telephone Company d/b/a AT&T MISSOURI, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ILLINOIS	9195
INDIANA	9196
MICHIGAN	9197
MISSOURI	498G
OHIO	9198
WISCONSIN	9199

Description	ACNA Code(s)
ACNA(s)	RVF

**AMENDMENT TO THE AGREEMENTS
BETWEEN
US SIGNAL COMPANY, L.L.C.
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the AT&T and CLEC Agreement(s) for the states of Illinois, Indiana, Kentucky, Michigan, Missouri, Ohio and Wisconsin to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the AT&T and CLEC Agreement(s) for the states of Illinois, Indiana, Kentucky, Michigan, Ohio and Wisconsin to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to amend the AT&T and CLEC Agreement(s) for the states of Illinois, Indiana, Kentucky, Michigan, Missouri and Ohio to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next- Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. For the states of Illinois, Indiana, Kentucky, Michigan, Missouri, Ohio and Wisconsin delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement(s). Lifeline and Link Up service will no longer be available under the Agreement(s) beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Intercarrier Compensation**
 - 3.1. For the states of Illinois, Indiana, Kentucky, Michigan, Ohio and Wisconsin the Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement(s) for purposes of reciprocal compensation.
4. **Forbearance**
 - 4.1. For the states of Illinois, Indiana, Kentucky, Michigan, Missouri and Ohio delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

5. This Amendment shall be deemed to revise the terms and provisions of the Agreement(s) 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(s) (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement(s)), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement(s), or in the Agreement(s) but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
6. 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(s) (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(s) or which may be the subject of further review.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement(s), but rather, shall be coterminous with such Agreement(s).
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT(S) SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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 counterparts shall together constitute one and the same instrument.
10. For Illinois, Indiana, Kentucky, Michigan, Missouri: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. 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. 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

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	US Signal Company, L.L.C.	Interconnection	3/13/2002
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	US Signal Company, L.L.C.	Interconnection	1/16/2002
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY and AT&T Southeast	US Signal Company, L.L.C.	Interconnection	12/3/2012
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	US Signal Company, L.L.C. d/b/a US Signal	Interconnection	3/29/2002
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	US Signal Company, L.L.C.	Interconnection	6/9/2011
The Ohio Bell Telephone Company d/b/a AT&T OHIO	US Signal Company, L.L.C.	Interconnection	2/8/2002
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	US Signal Company, L.L.C.	Interconnection	12/18/2001