

AMENDMENT

BETWEEN

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, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESAL, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, 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

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL; METROPOLITAN



TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN
TELECOMMUNICATIONS OF MICHIGAN, INC.D/B/A METTEL;
METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC.D/B/A
METTEL; METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC
D/B/A METTEL.; METROPOLITAN TELECOMMUNICATIONS OF
OKLAHOMA, INC. D/B/A METTEL; METROPOLITAN
TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN
TELECOMMUNICATIONS OF TEXAS, INC. AND METROPOLITAN
TELECOMMUNICATIONS OF WISCONSIN, INC.

Signature: eSigned - Andoni EconomouSignature: eSigned - William A. BockelmanName: eSigned - Andoni Economou
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: COO/EVP

(Print or Type)

Title: Director

(Print or Type)

Date: 24 Feb 2015Date: 24 Feb 2015

Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Texas, Inc. and Metropolitan Telecommunications of Wisconsin, Inc.

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, 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, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, 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
ARKANSAS	2372	631A	---
CALIFORNIA	2372	180A	---
ILLINOIS	2372	183A	183A
INDIANA	2372	184A	---
KANSAS	2372	185A	---
MICHIGAN	2372	180C	---
MISSOURI	2372	553D	---
NEVADA	2372	187A	---
OHIO	2372	181C	---
OKLAHOMA	2372	189A	---
TEXAS	2372	0241	---
WISCONSIN	2372	193A	---

Description	ACNA Code(s)
ACNA(s)	MTV

AMENDMENT TO THE AGREEMENT BETWEEN

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF MICHIGAN, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN, INC.

AND

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,
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,
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA,
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

This Amendment (the "Amendment") amends the Interconnection Agreement by and between 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, 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, Pacific Bell Telephone Company d/b/a AT&T California, 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 ("AT&T") and Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc.; Metropolitan Telecommunications of Wisconsin, Inc. ("Metropolitan Telecommunications or CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), last party signed June 1, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, Metropolitan Telecommunications has changed their name in the states of California, Kansas, Nevada, Texas and Wisconsin wishes to reflect this name change as set forth herein; and

WHEREAS, the Parties desire to correct certain rates related to Unbundled Dedicated Transport in AT&T Texas.

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, set forth below, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. For the states of California, Kansas, Nevada, Texas and Wisconsin, the Agreement is hereby amended to reflect the name change from Metropolitan Telecommunications of California, Inc. dba MetTel to Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Kansas, Inc. dba MetTel to Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Nevada, Inc. dba MetTel to Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Texas, Inc. dba MetTel to Metropolitan Telecommunications of Texas, Inc.; and Metropolitan Telecommunications of Wisconsin, Inc. dba MetTel to Metropolitan Telecommunications of Wisconsin, Inc.
3. For the state of Texas, the Parties agree to replace the rates for Unbundled Dedicated Transport DS1 Interoffice Transport, First Mile for Zones 1 (Rural) and Zone 3 (Urban) and Unbundled Dedicated Transport DS1 and DS3 Interoffice Transport, Each Additional Mile for Zones 1 (Rural) and Zone 3 (Urban) in the Appendix Pricing/ALL TRAFFIC with those in Exhibit A.
4. The Parties agree to add Section 13.9 Joint and Several Liability language to the General Terms and Conditions as follows:

13.9. Joint and Several Liability

13.9.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for CLEC's payment obligations under this Agreement.

5. The Parties agree to replace Section 17 from the Agreement with the following language:

17. Notices

17.1 Notices given by one Party to the other Party 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:

17.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

17.1.2 delivered by facsimile provided CLEC and/or AT&T-12STATE has provided such information in Section 17.3 below.

17.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-12STATE has provided such information in Section 17.3 below.

17.2 Notices will be deemed given as of the earliest of:

17.2.1 the date of actual receipt;

17.2.2 the next Business Day when sent via express delivery service;

17.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

17.2.4 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.

17.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt.

17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Andoni Economou COO/EVP

STREET ADDRESS	55 Water Street , 32nd Floor
CITY, STATE, ZIP CODE	New York, NY 10041
PHONE NUMBER*	(212) 607-2004
FACSIMILE NUMBER	(212) 701-8394
EMAIL ADDRESS	aeconomou@mettel.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

With a Copy to:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Metropolitan Telecommunications Attention: LEGAL/General Counsel
STREET ADDRESS	55 Water Street, 32nd Floor
CITY, STATE, ZIP CODE	New York, NY 10041
PHONE NUMBER*	212-359-5037
FACSIMILE NUMBER	212-701- 8477
EMAIL ADDRESS	legal@mettel.net

*Informational only and not to be considered as an official notice vehicle under this Section.

17.4 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 17. 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.

17.5 AT&T-12STATE communicates official information to CLECs 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.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

9. For Illinois, Indiana, Kansas, Michigan, Missouri, Texas: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. 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 California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. 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.

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
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	\$34.08	\$52.91	\$28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	\$33.76	\$52.91	\$28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	\$0.1343	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	\$0.1005	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	\$3.9582	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	\$2.9127	\$0.00	\$0.00	each additional mile