

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA
AND AT&T KENTUCKY, ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY
INCORPORATED D/B/A AT&T INDIANA, SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T MISSOURI
AND AT&T TEXAS

AND

AERO COMMUNICATIONS, LLC

Signature: eSigned - J. Brian GloverSignature: eSigned - William BockelmanName: eSigned - J. Brian Glover
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Director of Telecommunications
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 21 Nov 2017Date: 04 Dec 2017

Aero Communications, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA and AT&T KENTUCKY, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T MISSOURI and AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	3809	---	224E
ILLINOIS	3809	---	3808
INDIANA	3809	---	065E
KENTUCKY	3809	3786	3786
MISSOURI	3809	---	066E
TEXAS	3809	---	067E

Description	ACNA Code(s)
ACNA(s)	AJF

AMENDMENT TO THE AGREEMENT
BETWEEN
AERO COMMUNICATIONS, LLC
AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA AND AT&T KENTUCKY,
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE
COMPANY INCORPORATED D/B/A AT&T INDIANA, SOUTHWESTERN BELL TELEPHONE
COMPANY D/B/A AT&T ARKANSAS, AT&T MISSOURI AND AT&T TEXAS

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

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

WHEREAS, the Parties desire to amend the Agreement 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").

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, Exhibit A – Listing of Agreements, 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. Intercarrier Compensation
 - 2.1. 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 for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. 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.
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 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.
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. 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.

9. For Alabama, Illinois, Indiana, Kentucky, Missouri, Texas: 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 Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date / Last Party Signed Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Aero Communications, LLC	Interconnection	5/31/2008
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Aero Communications, LLC	Interconnection	5/31/2008
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Aero Communications, LLC	Interconnection	12/31/05
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Aero Communications, LLC	Interconnection	10/15/2009
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Aero Communications, LLC	Interconnection	7/19/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Aero Communications, LLC	Interconnection	7/19/2006
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Aero Communications, LLC	Interconnection	7/7/2006

Exhibit 1

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
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		NA	NA	NA	MOU
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU