

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, PACIFIC
BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS
AND AT&T MISSOURI**

AND

SONIC TELECOM, LLC



Signature: eSigned - Dane JasperSignature: eSigned - William BockelmanName: eSigned - Dane Jasper
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: CEO
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 27 Jun 2017Date: 29 Jun 2017

Sonic Telecom, LLC

Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS, Pacific Bell Telephone Company d/b/a
AT&T CALIFORNIA, Southwestern Bell Telephone
Company d/b/a AT&T KANSAS and AT&T MISSOURI
by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	---	---	433E
ILLINOIS	---	---	559G
KANSAS	---	---	529G
MISSOURI	---	---	530G

Description	ACNA Code(s)
ACNA(s)	SQD

**AMENDMENT TO THE AGREEMENT
BETWEEN
SONIC TELECOM, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, PACIFIC BELL TELEPHONE
COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
KANSAS AND AT&T MISSOURI**

This amendment ("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; 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 C 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 Illinois, Kansas, 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 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.

Exhibit A – Listing of Agreements

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date Effective Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Sonic Telecom, LLC	Interconnection Agreement	12/11/09
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Sonic Telecom, LLC	Interconnection Agreement	11/9/11
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Sonic Telecom, LLC	Interconnection Agreement	11/10/11
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Sonic Telecom, LLC	Interconnection Agreement	10/21/11

Pricing Sheet
Exhibit B

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)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU