

**Eric Fryson**

130057-TP

**From:** YANT, ROBYN <rh0582@att.com>  
**Sent:** Monday, March 04, 2013 11:46 AM  
**To:** Filings@psc.state.fl.us  
**Subject:** AT&T Amends Agreement With InfoTelecom  
**Attachments:** img-304114623-0001.pdf

-----Original Message-----

**From:** OMT  
**Sent:** Monday, March 04, 2013 11:46 AM  
**To:** YANT, ROBYN  
**Subject:** Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

**Number of Images:** 5  
**Attachment File Type:** PDF

**Device Name:** WorkCentre 5225A  
**Device Location:**

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AT&T Florida  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301

T: 850.577.5555  
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March 4, 2013

Mrs. Ann Cole  
Director, Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Approval of Amendment of Assumption and Assignment of Agreements between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and InfoTelecom, LLC and Broadvox-CLEC, LLC.

Dear Mrs. Cole:

Please find enclosed for filing an request for approval of the Amendment of Assumption and Assignment of Agreements between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and InfoTelecom, LLC and Broadvox-CLEC, LLC.

An asset purchase agreement (APA) has been executed between InfoTelecom, LLC and Braodvox Holding and all agreements in InfoTelecom LLC should now reference Broadvox – CLEC, LLC.

The underlying agreement was filed on July 6, 2009 in docket 090355-TP.

If you have any questions, please do not hesitate to call Robyn Yant at (850) 577-5551.

Very truly yours,

*for Robyn Yant*  
Gregory Follensbee  
Executive Director

DOCUMENT NUMBER - DATE

01129 MAR -4 02

FPSC-COMMISSION CLERK

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
INFOTELECOM, LLC  
AND  
BROADVOX-CLEC, LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC (previously referred to as BellSouth Telecommunications, Inc.) d/b/a AT&T Florida ("AT&T Florida") and Infotelecom, LLC ("Infotelecom"). AT&T Florida and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T Florida and Infotelecom are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on October 4, 2009 in Docket #090355-TP ("Interconnection Agreement");

**WHEREAS**, on or about October 18, 2011, Infotelecom filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court"), Case No. 11-18945;

**WHEREAS**, on February 15, 2012, Infotelecom filed its Chapter 11 plan and disclosure statement, thereafter amended on April 27, 2012 and confirmed by the Bankruptcy Court on June 6, 2012 (the "Plan"), which provides for the sale of substantially all Infotelecom's assets, including the assumption and assignment of the Interconnection Agreements to The Broadvox Holding Company, LLC ("Broadvox Holding"), or such other entity that submits the highest and best bid for such assets;

**WHEREAS**, on March 21, 2012, the Bankruptcy Court approved the Stipulated Order Resolving Disputed Matters between certain AT&T companies, including AT&T Florida, and Infotelecom, wherein AT&T consented to the assumption and assignment of the Interconnection Agreement (the "Stipulated Order");

**WHEREAS**, on April 20, 2012, an Asset Purchase Agreement ("APA") was executed between Infotelecom, LLC and Broadvox Holding. The APA was subsequently assigned to Broadvox-CLEC, LLC ("Broadvox-CLEC") pursuant to an Assignment and Assumption Agreement, dated July 2, 2012, whereby Broadvox-CLEC assumed all of Broadvox Holding's right, title and interest in the APA. Consequently, Broadvox-CLEC is the ultimate transferee of the acquired assets; and

**WHEREAS**, AT&T consents to the assumption by Infotelecom and Infotelecom's assignment to Broadvox-CLEC of the Interconnection Agreement;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, AT&T Florida, Infotelecom, LLC and Broadvox-CLEC agree to amend the Interconnection Agreement as follows:

1. The Interconnection Agreement is hereby amended to effectuate the modifications ordered in the Stipulated Order. Following the effective date of this Amendment, all references to "Infotelecom, LLC" in the Interconnection Agreement and its amendments shall constitute references to "Broadvox-CLEC, LLC".

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2. AT&T Florida shall reflect that name change from "Infotelecom, LLC" to "Broadvox-CLEC, LLC" only for the main billing account (header card) for each of the accounts previously billed to Infotelecom. AT&T Florida shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Florida's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Interconnection Agreement.
3. Once this Amendment is effective, Broadvox-CLEC shall operate with AT&T Florida under the "Broadvox-CLEC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Broadvox-CLEC, and labeling (including re-labeling) equipment and facilities with Broadvox-CLEC.
4. Broadvox-CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Broadvox-CLEC, or by AT&T Florida on behalf of Broadvox-CLEC, for updating billing accounts and End User records.
5. The Parties agree to revise subsection 17.1 of Section 17 of the General Terms and Conditions of the Interconnection Agreement to reflect that notices should be sent to the following. All other subsections in Section 17 shall remain unchanged.

**17. Notices**

- 17.1 Subject to Section 17.2, 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:
- 17.1.1 delivered personally;
  - 17.1.2 delivered by express overnight delivery service;
  - 17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
  - 17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17;
  - 17.1.5 delivered by electronic mail (email) provided either Party has provided such information in Section 17.3 below.
  - 17.1.6 Notices will be deemed given as of the earliest of:
    - 17.1.6.1 the date of actual receipt;
    - 17.1.6.2 the next Business Day when sent via express overnight delivery service;
    - 17.1.6.3 five (5) days after mailing in the case of first class or certified U.S. Postal Service;
    - 17.1.6.4 the date set forth on the confirmation produced by the sending facsimile machine; when delivered to the recipient prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time.
    - 17.1.6.5 notice by email shall be effective on the date it is officially recorded as delivered by the recipient's delivery receipt when delivered prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time. In the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T-22STATE.

17.1.7 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kyle Bertrand VP of Network Planning and Regulatory
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4636
FACSIMILE NUMBER	(216) 373-0950
EMAIL ADDRESS	<a href="mailto:kbertrand@broadvox.com">kbertrand@broadvox.com</a>

With a Copy To:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Alex Gertsburg
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4811
FACSIMILE NUMBER	(216) 373-4812
EMAIL ADDRESS	<a href="mailto:agertsburg@broadvox.com">agertsburg@broadvox.com</a>

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 9 <sup>th</sup> floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

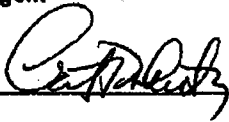
17.1.8 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. This Amendment shall be filed with and is subject to approval by the Florida Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

Broadvox-CLEC, LLC

BellSouth Telecommunications, LLC d/b/a  
AT&T Florida by AT&T Services, Inc., its  
authorized agent

By: 

By: 

Printed: Eugene Blumin

Printed: Patrick Doherty

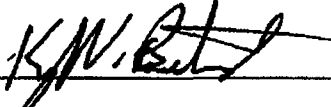
Title: Chief Operational Efficiency  
(Print or Type) OP/CEO

Title: Director - Regulatory  
(Print or Type)

Date: 2/18/13

Date: 2-27-13

Infotelecom, LLC

By: 

Printed: Kyle V. BERTRAND

Title: VP of Network Planning & Regulatory  
(Print or Type)

Date: 2/15/2013