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**Scott Terry**

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**Windstream Communications**

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April 7, 2016

Ms. Beth Salak

Division of Records and Reporting

Florida Public Service Commission

2540 Shumard Oak Boulevard

Tallahassee, FL 32399-0850

Re: Amendment to the Interconnection Agreement between Windstream Florida, LLC and Integrated Path Communications, LLC (Docket No. 150219)

Dear Ms. Salak,

Enclosed is a searchable executed amendment to the Interconnection Agreement between Windstream Florida, LLC and Integrated Path Communications, LLC. The interconnection agreement being amended became effective January 8, 2016 with Docket No. 150219.

The amendment does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(A)(i). Other carriers are not bound by the amendment and remain free to negotiate independently with Windstream pursuant to Section 252 of TA-96.

The amendment is consistent with the public interest, convenience and necessity, as required by Section 252(e)(2)(A)(ii). It will facilitate the continuation of Integrated Path's provision of service to its customers, and it will promote competition, thereby fostering the goals of TA-96

Please acknowledge receipt and filing of the above by emailing me per the email address listed above.

Thank you for your assistance in this matter.

Sincerely,

/s/ Scott Terry

Scott Terry

Enclosures

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**WINDSTREAM FLORIDA, LLC**

**and**

**INTEGRATED PATH COMMUNICATIONS, LLC**

This Amendment No. 1 ("Amendment") is made this 31st day of March, 2016 ("Amendment Effective Date"), by and between Windstream Florida, LLC ("Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas 72212 and Integrated Path Communications, LLC ("IPC"), with its principal place of business at 9030 State Route 22, Suite 3, Hillsdale, NY 12529. Windstream and IPC may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Florida.

**WITNESSETH:**

**WHEREAS**, IPC and Windstream are Parties to an Interconnection Agreement executed as of October 5, 2015 and entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Agreement"); and

**WHEREAS**, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 18 of the General Terms and Conditions of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Section 1.29 of Attachment 2: Resale is deleted and replaced in its entirety with the following:**

1.29 The rates applicable to IPC for purchase of services from Windstream for resale shall be the retail rate for the telecommunications services as provided in the applicable Local Exchange Tariff less a ten percent (10.00%) discount

**2. Miscellaneous Provisions:**

2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement 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, 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 Section 2.

- 2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**Windstream Florida, LLC**

**Integrated Path Communications, LLC**

By: /s/ S. Lynn Hughes \_\_\_\_\_

By: /s/ Harold Barr \_\_\_\_\_

Printed: S. Lynn Hughes \_\_\_\_\_

Printed: Harold Barr \_\_\_\_\_

Title: Director – Carrier Interconnect \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Date: April 1, 2016 \_\_\_\_\_

Date: March 31, 2016 \_\_\_\_\_