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February 24, 2017

Ms. Carlotta S. Stauffer
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland. The underlying agreement was filed on August 16, 2016 in Docket Number 160187-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in black ink, reading "Richard T. Howell", is located below the "Sincerely," text.

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA AND
AT&T KENTUCKY, SOUTHWESTERN BELL TELEPHONE COMPANY
d/b/a AT&T TEXAS, WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN**

AND

**SONIC SYSTEMS, INC., SONIC SYSTEMS, INC. d/b/a SONIC SYSTEMS,
INC. OF MARYLAND, SONIC SYSTEMS, INC. d/b/a SONIC
COMMUNICATION, INC.**



Signature: eSigned - Harold Barr

Signature: eSigned - William Bockelman

Name: eSigned - Harold Barr
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: Vice President
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 15 Jan 2017

Date: 17 Jan 2017

Sonic Systems, Inc., Sonic Systems, Inc. d/b/a
Sonic Systems, Inc. of Maryland, Sonic
Systems, Inc. d/b/a Sonic Communication, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T
FLORIDA and AT&T KENTUCKY, Southwestern Bell
Telephone Company d/b/a AT&T TEXAS, Wisconsin
Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services,
Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
SONIC SYSTEMS, INC., SONIC SYSTEMS, INC. D/B/A SONIC SYSTEMS, INC. OF MARYLAND,
SONIC SYSTEMS, INC. D/B/A SONIC COMMUNICATION, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA AND AT&T KENTUCKY,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS, WISCONSIN BELL, INC.
D/B/A AT&T WISCONSIN**

This Amendment ("Amendment") amends the Interconnection Agreement ("Agreement") by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA and AT&T KENTUCKY, Southwestern Bell Telephone Company d/b/a AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and Sonic Systems, Inc., Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland, Sonic Systems, Inc. d/b/a Sonic Communication, Inc. ("CLEC"). AT&T FLORIDA, AT&T KENTUCKY, AT&T TEXAS and AT&T WISCONSIN 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"), dated July 22, 2016 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement add the States of Texas and Wisconsin.

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, contained within, and certain Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add the States of Texas and Wisconsin to the Agreement, in addition to adding Pricing Sheets and State specific Appendices, as applicable.
3. For the States of Florida, Kentucky, Texas and Wisconsin, the Parties agree to replace the Notices contact information in Section 21.0 from the Agreement with the following:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Harold Barr Vice President
STREET ADDRESS	218 East Park Ave. Suite 522
CITY, STATE, ZIP CODE	Long Beach, NY 11561
PHONE NUMBER*	(516) 708-0111
FACSIMILE NUMBER	(646) 558-2457
EMAIL ADDRESS	Harold@soniccommunication.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
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.

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. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
6. 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.
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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. 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.
11. For 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 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.