



Richard T. Howell
Area Manager-Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, Texas 75202
T: (214)757-8099
F: (214)746-2232
rh2514@att.com
www.att.com

December 9, 2020

VIA OVERNIGHT COURIER

Hon. David F. Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Birch Communications, LLC (now known as Fusion Cloud Services, LLC) and Birch Telecom of the South, LLC (now known as Lingo Telecom of the South, LLC) ("CLEC")*
Docket No. 20-00135

Dear Chairman Jones:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and CLEC*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment between AT&T Tennessee and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. CLEC and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment removes Birch Telecom of the South, LLC (now known as Lingo Telecom of the South, LLC) and assigns its interests to Birch Communications, LLC (now known as Fusion Cloud Services, LLC).

AT&T Tennessee respectfully requests that the Commission approve the Amendment to the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard T. Howell".

Richard T. Howell
Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Birch Communications, LLC (now known as Fusion Cloud Services, LLC) and Birch Telecom of the South, LLC (now known as Lingo Telecom of the South, LLC)*

Docket No. 20-00135

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND BIRCH COMMUNICATIONS, LLC (NOW KNOWN
AS FUSION CLOUD SERVICES, LLC) AND BIRCH TELECOM OF THE SOUTH, LLC (NOW KNOWN AS
LINGO TELECOM OF THE SOUTH, LLC)**

AT&T Tennessee ("AT&T") and Birch Communications, LLC (now known as Fusion Cloud Services, LLC) and Birch Telecom of the South, LLC (now known as Lingo Telecom of the South, LLC) ("CLEC") file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, CLEC and AT&T state the following:

1. CLEC and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to CLEC.

2. The parties have recently negotiated an amendment to the Agreement. The amendment removes Birch Telecommunications of the South, LLC (now known as Lingo Telecom of the South, LLC) and assigns its interests to Birch Communications, LLC (now known as Fusion Cloud Services, LLC). A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, CLEC and AT&T are submitting their Agreement to the Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment to the Agreement between AT&T and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. CLEC and AT&T aver that the Agreement is consistent with the standards for approval.

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

CLEC and AT&T respectfully request that the Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

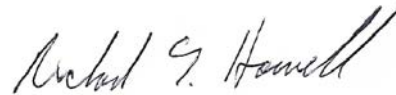
CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2020, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Fusion Cloud Services, LLC
James P. Prenetta, Jr
Executive Vice President and General
Counsel
210 Interstate North Parkway
Suite 300
Atlanta, GA 30339
jprenetta@fusionconnect.com

Lingo Communications Midwest, LLC
Chuck Griffin
CEO
400 E. Las Colinas Blvd.
Suite 500
Irving, TX 75039
Chuck.griffin@lingo.com



Richard T. Howell

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BIRCH COMMUNICATIONS, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF KANSAS, INC. (N/K/A FUSION TELECOM OF KANSAS, LLC); BIRCH TELECOM OF MISSOURI, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF OKLAHOMA, INC. (N/K/A FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC); AND BIRCH TELECOM OF TEXAS, LTD., L.L.P. (N/K/A FUSION TELECOM OF TEXAS, LTD., LLP)

Signature: eSigned - James P. Prenetta, Jr.Signature: eSigned - Kristen ShoreName: eSigned - James P. Prenetta, Jr.
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Title: Executive Vice President and General Counsel Title: AVP Regulatory
(Print or Type) (Print or Type)Date: 02 Oct 2020Date: 07 Oct 2020

Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC); Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC); Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC); Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC); and Birch Telecom of Texas, Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP)

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	674C, 283D, 3244	372F, 969A
FLORIDA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147 7012, 7700, 1604	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720
GEORGIA	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	055G, 817A, 1768, 171C, 4361	1986, 2720, 4361, 053H, 144H 5348 817A

	7700		
INDIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940
LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MISSISSIPPI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	916F, 8665	1428, 4736, 8665, 034H, 9335, 215D
NEVADA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G,	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720

	384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104		
OHIO	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	672C, 007A	2212, 230F, 159D, 4329
OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390
TEXAS	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	6239, 496A, 9589, 3750, 4737, 4364	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	247D, 5240, 3246	1747, 247D, 3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ, BYG, ENC, IOX, NIK, SEQ, SUU, TTU, UID, VLK

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

IONEX COMMUNICATIONS, INC. (N/K/A LINGO COMMUNICATIONS MIDWEST, LLC); IONEX COMMUNICATIONS SOUTH, INC. (LINGO COMMUNICATIONS SOUTH, LLC) BIRCH TELECOM OF THE GREAT LAKES, INC. (N/K/A LINGO TELECOM OF THE GREAT LAKES, LLC); BIRCH TELECOM OF THE SOUTH, INC. (N/K/A LINGO TELECOM OF THE SOUTH, LLC); AND BIRCH TELECOM OF THE WEST, INC. (N/K/A LINGO TELECOM OF THE WEST, LLC)

Signature: _____ eSigned - Charles Griffin

Signature: _____ eSigned - Kristen Shore

Name: _____ eSigned - Charles Griffin
(Print or Type)Name: _____ eSigned - Kristen Shore
(Print or Type)Title: _____ CEO & President
(Print or Type)Title: _____ AVP Regulatory
(Print or Type)

Date: _____ 05 Oct 2020

Date: _____ 07 Oct 2020

Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC); Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC); Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC); Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC); and Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

**ASSIGNMENT & AMENDMENT TO
INTERCONNECTION AND/OR RESALE AGREEMENTS
BY AND BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, , NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BIRCH COMMUNICATIONS, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF KANSAS, INC. (N/K/A FUSION TELECOM OF KANSAS, LLC); BIRCH TELECOM OF OKLAHOMA, INC. (N/K/A FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC); BIRCH TELECOM OF TEXAS, LTD., L.L.P. (N/K/A FUSION TELECOM OF TEXAS, LTD., LLP); BIRCH TELECOM OF MISSOURI, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF THE SOUTH, INC. (N/K/A LINGO TELECOM OF THE SOUTH, LLC); BIRCH TELECOM OF THE GREAT LAKES, INC. (N/K/A LINGO TELECOM OF THE GREAT LAKES, LLC); IONEX COMMUNICATIONS, INC. (N/K/A LINGO COMMUNICATIONS MIDWEST, LLC); AND BIRCH TELECOM OF THE WEST, INC. (N/K/A LINGO TELECOM OF THE WEST, LLC)

This Assignment and Amendment (collectively, the "Amendment") amends each interconnection and/or resale agreement by and between each AT&T entity and each CLEC entity (collectively, "CLEC Entities"), respectively, listed in each row of Column A and Column B in the attached Exhibit A (collectively, "Agreements"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on June 3, 2019, Fusion Connect, Inc. and its subsidiaries (collectively, "Fusion") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York, in Case No. 19-11811 (the "Bankruptcy Court");

WHEREAS, by order dated December 17, 2019, the Bankruptcy Court confirmed the *Third Amended Joint Chapter 11 Plan of Fusion, Connect, Inc., and Its Subsidiary Debtors*, Doc. No. 680 (the "Plan");

WHEREAS, on January 2, 2020, the Bankruptcy Court entered the *Stipulation, Agreement, and Order Resolving AT&T's Objection to Proposed Cured Amount*, Doc No. 703 (the "Stipulation") pursuant to which all contracts and agreements between AT&T Corp. and its affiliates (collectively, "AT&T") and Fusion (collectively, the "Stipulation Contracts"), were to be assumed by Fusion on the effective date of the Plan (which under the Plan was January 14, 2020, see Doc. 725);

WHEREAS, in 2018, Birch Communications, Inc. underwent an organizational change pursuant to which certain of its affiliated entities listed in this Agreement became indirect subsidiaries of Fusion Connect, Inc. and certain other affiliated entities of Birch Communications, Inc. were spun off to Lingo Management, LLC, which is a wholly owned subsidiary of Lingo Communications, LLC;

WHEREAS, this Amendment removes from the Agreements certain CLEC Entities that are listed in Column E of Exhibit A which were spun off and are not Fusion entities (collectively, "Lingo Entities"), so that the entities that remain in or on the Agreements (as amended by this Amendment) are Fusion entities. To accomplish the removal of such Lingo Entities, which are listed in Column E of Exhibit A, from the listed Agreements, such Lingo Entities are assigning their interests in such Agreements to (a) the Fusion entity already named as a Party in such Agreements (or as designated in Exhibit A), or (b) if a Fusion entity is

not already named as a Party in the Agreement (which are the Agreements that reference Birch Telecom of the Great Lakes, Inc. in Column B of Exhibit A) to Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC); and

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, along with the Exhibit A attached hereto, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Lingo Entities, as listed in each row of Column E of Exhibit A, hereby assign their interest in the Agreements between the Parties, as listed in Columns A through D of each row of Exhibit A, to: (a) the Fusion entity that is already Party to such Agreements (or as designated in Exhibit A) or (b) with respect to Agreements that include Birch Telecom of Great Lakes, Inc. that are listed in Exhibit A, Column B, such Agreements are assigned to Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC). In addition, such Lingo Entities, as listed in Column E of Exhibit A, hereby agree to be removed from such Agreements. AT&T consents to such assignments and removals. For avoidance of any doubt, as a result of these assignments and removals, each Agreement listed in each row of Exhibit A is by and between the AT&T entity listed in Column A of that row and the Fusion entity listed in Column F of that row of Exhibit A.
3. Other than the Chapter 11 case referenced above in the recitals, in the event that a voluntary or involuntary petition is filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's assumption of this Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's assumption of this Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's Agreement(s) shall remain in full force and effect unless otherwise negotiated and shall constitute monetary obligations of the parties under this Agreement. In the event that this Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption unless otherwise agreed and memorialized by CLEC and AT&T in writing.
4. There shall be a retroactive application of the provisions this Amendment to the effective date of the Plan. This Amendment shall be deemed to revise the terms and provisions of each of the Agreements 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 any of the Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to a particular Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in a particular 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 each of the Agreements (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 any of the Agreements 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 Agreements, but rather, shall be coterminous with such Agreements.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS 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 counterpart shall together constitute one and the same instrument.
9. This Amendment shall be filed with the applicable state Commission and effective as follows:

- 9.1 For Alabama, Arkansas, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, this Amendment is effective upon filing.
- 9.2 For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 9.3 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.

EXHIBIT A

AT&T ILEC Entity Name	CLEC ("CLEC Entities")	Contract Type	Approved Date	Removed Legacy Birch Entities that Are Now Lingo Entity(ies) ("Lingo Entities")	Fusion Entity on the ICA After the Assignment and Removal of the Lingo Entities from the ICA
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement ¹	7/1/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	1/21/2009	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	5/26/2010	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/8/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	6/7/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	1/25/2006	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	6/27/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	9/11/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	8/12/2005	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/22/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)

¹ References to "Interconnection Agreement" herein include provisions for interconnection and/or resale, as may be applicable, under the Agreements.

AT&T ILEC Entity Name	CLEC ("CLEC Entities")	Contract Type	Approved Date	Removed Legacy Birch Entities that Are Now Lingo Entity(ies) ("Lingo Entities")	Fusion Entity on the ICA After the Assignment and Removal of the Lingo Entities from the ICA
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)	Interconnection Agreement	4/14/2008	Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/8/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	8/24/2006	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC)
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	8/9/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	7/16/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	7/14/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Birch Telecom of Texas Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP) and Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC)	Interconnection Agreement	8/29/2005	Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC)	Birch Telecom of Texas Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP)
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	8/6/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)