## AMENDMENT TO THE COMMERCIAL AGREEMENT 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; ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS; INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA; MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN; 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; PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA; THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T CONNECTICUT; 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
GLOBAL CROSSING LOCAL SERVICES, INC.
AND
GLOBAL CROSSING TELEMANAGEMENT, INC.

This Amendment (the "Amendment") amends the Commercial Agreement by and between <u>AT&T-22STATE</u> and Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc. ("CARRIER" or "Global Crossing"). <u>AT&T-22STATE</u> and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties acknowledge and agree that the provisions set forth in this Agreement are not subject to and/or required by the Communications Act of 1934, as amended ("Act") including, without limitation, Sections 251/252 of the Telecommunications Act of 1996 and any regulation or rule of the FCC or any state commission, and are not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise agree in a writing signed by both Parties.

WHEREAS, Global Crossing Telemanagement, Inc. has cancelled its registration with the Secretary of States in California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Michigan, Mississippi, Missouri, North Carolina, Ohio, South Carolina, Tennessee, Texas and Wisconsin and the Parties wish to remove them as a party to the Commercial Agreement

**NOW**, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

- 1. The Commercial Agreement is terminated in the State of Mississippi.
- 2. The Commercial Agreement is hereby amended to remove Global Crossing Telemanagement, Inc. as a Party.
- 3. <u>AT&T- 22STATE</u> shall reflect the name change from "Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc." to "Global Crossing Local Services, Inc." only for the main billing account (header card) for each of the accounts previously billed to the afore-mentioned formerly known entities. <u>AT&T-22STATE</u> shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T 's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Global Crossing Local Services, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by applicable formally known entity with <u>AT&T-22STATE</u> for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- Once this Amendment is effective, Global Crossing shall operate with <u>AT&T-22State</u> under the Global Crossing Local Services, Inc. name for those accounts. Such operation shall include, by way of example only, submitting orders under

## AMENDMENT - LWC - NAME CHANGE AMENDMENT/AT&T-22STATE

PAGE 2 OF 4 GLOBAL CROSSING 09/12/2011

Global Crossing Local Services, Inc.; and labeling (including re-labeling) equipment and facilities with Global Crossing Local Services, Inc.

- 5. Carrier is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Carrier, or by <u>AT&T-22STATE</u> on behalf of Carrier, for updating billing accounts and End User records.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. AT&T-22STATE will file a copy of the fully executed amendment with the FCC under 47 U.S.C. § 211.
- 8. The Effective Date of this Amendment shall be ten (10) Business Days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date").
- 9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

AMENDMENT - LWC - NAME CHANGE AMENDMENT/<u>AT&T-22STATE</u>

PAGE 3 OF 4

GLOBAL CROSSING

09/12/2011

Global Crossing Local Services, Inc. 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. Illinois Bell Telephone Company d/b/a AT&T Illinois. Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, 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, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Services, Inc., its authorized agent Signature: M. of from Signature: \_ Patrick Doherty
(Print or Type) Director - Regulatory Title: (Print or Type) Title: (Print or Type) Date: 9-22-1/ 

## AMENDMENT – LWC - NAME CHANGE AMENDMENT/<u>AT&T-22STATE</u> PAGE 4 OF 4 GLOBAL CROSSING 09/12/2011

	ULEC OCN	CLEC OCN
CALIFORNIA	8690_	8690
CONNECTICUT		3493
FLORIDA	_2547	<u>2547</u>
GEORGIA	_8765	<u>8765</u>
ILLINOIS	_8709	8709
INDIANA	_2548	_2548
KANSAS	8859	8859
KENTUCKY	0021	_0021
MICHIGAN	_4044	_4044
MISSOURI	_4004	4004
NORTH CAROLINA	2902	<u> 2902</u>
OHIO	8638	8638
SOUTH CAROLINA	3251	_3251
TENNESSEE	_2966	<u> 2966</u>
TEXAS	_8489	8489
WISCONSIN	_4087	4087

<u>FLS</u>

ACNA -