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August 9, 2012

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Amendments

Dear Mr. Derouen:

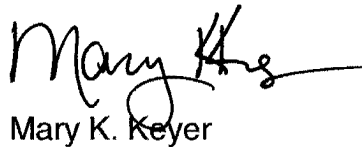
Enclosed for filing is a CD-ROM containing the following Amendments. The documents have been electronically filed with the Commission.

Infotelecom, Inc.
Interconnection Amendment
Case No. 01051

T-Mobile USA, Inc.
Interconnection Amendment
Case No. 00187

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Mary K. Keyer

Enclosure

1042933

**AMENDMENT TO THE AGREEMENT
BETWEEN
INFOTELECOM, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY and AT&T NORTH CAROLINA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC (previously referred to as BellSouth Communications, Inc.) d/b/a AT&T Florida, AT&T Georgia, AT&T Kentucky and AT&T North Carolina ("AT&T") and Infotelecom, LLC ("CLEC"). AT&T 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"), executed June 23, 2009 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 in FCC 11-189 ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

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

1. The above recitals are hereby incorporated in their entirety into this Amendment.
2. Parties agree to replace the terms and conditions in Section 8.1.9 of Attachment 3 with the following:

8.1.9 The Parties agree that calls that originate in IP format and terminate in TDM or originate in TDM and terminate in IP which cross different local calling area boundaries or LATAs constitute Switched Access Traffic or IntraLATA Toll Traffic properly subject to applicable and effective switched access tariffs. Consistent with FCC orders, intrastate originating access traffic shall be subject to intrastate switched access rates.
3. 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.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. This Amendment shall be filed with and is subject to approval by the Florida Public Service Commission, Georgia Public Service Commission, Kentucky Public Service Commission and North

Carolina Utilities Commission; and shall become effective ten (10) days following approval by such Commission.

Infotelecom, LLC

BellSouth Telecommunications, LLC d/b/a
AT&T Florida, AT&T Georgia, AT&T Kentucky
and AT&T North Carolina, by AT&T Services,
Inc., its authorized agentBy: By: Printed: Kyle V. BERTRANDPrinted: Patrick DohertyTitle: V. of Network Planning & Regulation

(Print or Type)

Title: Director - Regulatory

(Print or Type)

Date: 7/24/2012Date: 7-25-12Resale OCNCLEC OCN

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GEORGIA	847E
NORTH CAROLINA	847E

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