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General Counsel

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TRA DOCKET ROOM

October 22, 2005

VIA HAND DELIVERY

Hon. Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

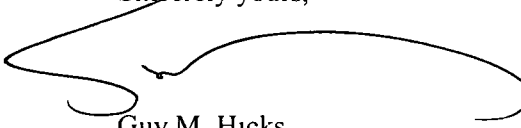
Re. *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Lightyear Communications, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No **0400377**

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Lightyear Communications, Inc and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated May 25, 2002. The Amendment adds PEILS to Attachment 2 of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc. John Grieve, Lightyear Communications, Inc

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Lightyear Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND LIGHTYEAR COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Lightyear Communications, Inc. ("Lightyear") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 25, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Lightyear and BellSouth state the following:

1. Lightyear and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Lightyear. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on July 23, 2002.

2. The parties have recently negotiated an Amendment to the Agreement which adds PEILS to Attachment 2 of the Agreement. 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, Lightyear and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Lightyear within 90 days of its submission. The Act provides that the TRA 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.

5. Lightyear and BellSouth aver that the Amendment is consistent with the standards for approval.

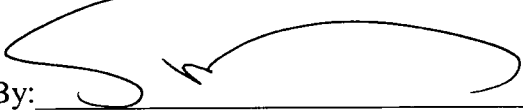
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Lightyear and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 22 day of Oct, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

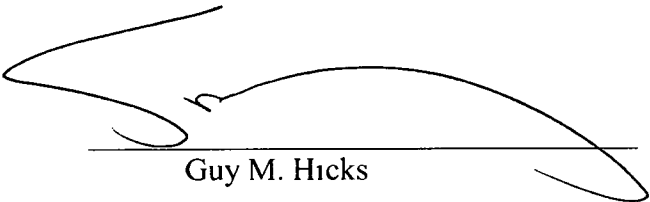
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 22 day of Oct, 2004:

John Grieve
Lightyear Communications, Inc.
1901 Eastpoint Parkway
Louisville, KY 40223


Guy M. Hicks

**Amendment to the Agreement
Between
Lightyear Network Solutions, LLC
and
BellSouth Telecommunications, Inc.
Dated May 25, 2002**

Pursuant to this Amendment, (the "Amendment"), Lightyear Network Solutions, LLC ("Lightyear"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 25, 2002("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date")

WHEREAS, BellSouth and Lightyear entered into the Agreement on May 25, 2002, and,

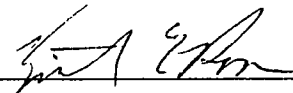
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to add PEILS to Attachment 2 as set forth in Exhibit 1 of this amendment, attached hereto and incorporated herein by this reference
- 2 All of the other provisions of the Agreement, dated May 25, 2002, shall remain in full force and effect.
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

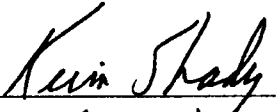
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 
Name: Kristen E. Rowe
Title: Director
Date: 9/23/07

Lightyear Network Solutions, LLC

By: 
Name: Kevin Shady
Title: Director - Local
Date: 9-21-07

Line Splitting

COLLOCATION - Alabama																	
CATEGORY	RATE ELEMENTS	Inten m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted		Attachment 2		Exhibit B		Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Nonrecurring First	Nonrecurring Add'l	Disconnect Add'l	SOMEc	SOMAN	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l				
							Rec	Nonrecurring First	Nonrecurring Add'l	Disconnect Add'l	SOMEc	SOMAN	OSS Rates(\$) SOMAN	SOMAN	SOMAN	SOMAN	
PHYSICAL COLLOCATION																	
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS		0.03	12.30	11.80	6.03							

[illegible]

COLLOCATION - North Carolina																	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit B		
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l		
							First	Add'l	First							Add'l	
PHYSICAL COLLOCATION																	
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0309	33.53	31.65	0.00	0.00							

COLLOCATION - South Carolina															
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit B	
						Rec	Nonrecurring First	Add'l	Nonrecurring First			Add'l	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st
PHYSICAL COLLOCATION	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0341	12.32	11.83	6.04	5.45					

