



BellSouth Telecommunications, Inc
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Nashville, TN 37201-3300

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Guy M. Hicks
General Counsel

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January 6, 2005

VIA HAND DELIVERY

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

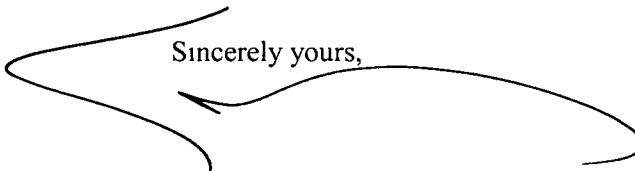
Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Image Access, Inc. d/b/a New Phone Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 05-00004

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Image Access, Inc. d/b/a New Phone 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 Amendments to the Interconnection Agreement dated June 19, 2002. The first Amendment modifies the General Terms and Conditions of the Agreement to incorporate adoption language. The second Amendment incorporates QuickServe rates into the Agreement.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: Gene Dry, Image Access

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Image Access, Inc. d/b/a New Phone Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND IMAGE ACCESS, INC. D/B/A NEW PHONE
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Image Access, Inc. d/b/a New Phone ("New Phone") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated June 19, 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, New Phone and BellSouth state the following:

1. New Phone 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 New Phone. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on November 24, 2003.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment modifies the General Terms and Conditions of the Agreement to incorporate adoption language. The second Amendment to the Agreement incorporates

QuickServe rates into the Agreement. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, New Phone and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments 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 Amendments between BellSouth and New Phone 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. New Phone and BellSouth aver that the Amendments are consistent with the standards for approval.

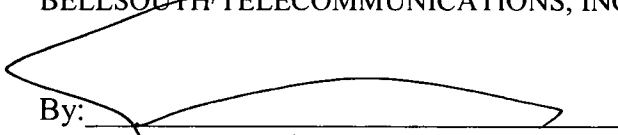
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

New Phone and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 6th day of Jan, 2005

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

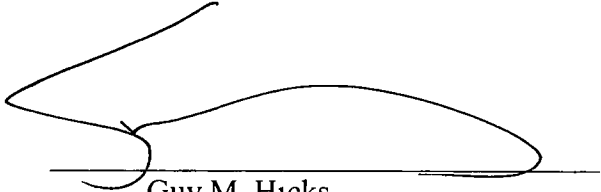
By: 

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 Amendments to the Interconnection Agreement on the following via United States Mail on the 6 day of Jan, 2005:

Gene Dry
Image Access, Inc.
3525 North Causeway Blvd.
Suite 501
Metairie, LA 70002


Guy M. Hicks

**Amendment to the Agreement
Between
Image Access, Inc. d/b/a New Phone
and
BellSouth Telecommunications, Inc.
Date 6/19/2002**

Pursuant to this Amendment, (the "Amendment"), Image Access, Inc. d/b/a New Phone and Image Access Communications, Inc. d/b/a New Phone (Image Access), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated 6/19/2002 ("Agreement") to be effective after the date of the last signature executing the Amendment ("Effective Date")

WHEREAS, BellSouth and Image Access entered into the Agreement on 6/19/2002, and;

WHEREAS, BellSouth and Image Access are amending the Adoption of Agreements provision of the Agreement pursuant to the FCC's Second Report and Order, WC Docket No. 01-338, issued on July 13, 2004;

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 delete Section 20.1 of the General Terms and Conditions and replace it with the following.

20.1 Pursuant to 47 USC § 252(i) and 47 C F R § 51.809, BellSouth shall make available to Image Access any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

2. All of the other provisions of the Agreement dated 6/19/2002 shall remain unchanged and 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.

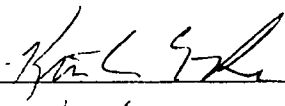
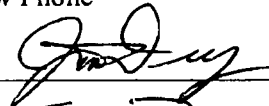
By 
Name Kristen E Rowe
Title Director
Date 11/17/04

Image Access, Inc d/b/a New Phone and
Image Access Communications, Inc.
d/b/a New Phone

By 
Name: Jim Dry
Title Vice President
Date 11/17/04

**Amendment to the Agreement
Between
Image Access, Inc. d/b/a New Phone and Image Access Communications, Inc. d/b/a New
Phone
and
BellSouth Telecommunications, Inc.
Dated 6/19/2002**

Pursuant to this Amendment, (the "Amendment"), Image Access, Inc. d/b/a New Phone and Image Access Communications, Inc. d/b/a New Phone ("New Phone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated 6/19/2002 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and New Phone entered into the Agreement on 6/19/2002, and;

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement;

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 incorporate into Attachment 2 of the Agreement the rates and USOCs 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 6/19/2002, 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

Quick Serve Amendment
Signature Page

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

BellSouth Telecommunications, Inc.

By Kristen E. Rowe
Name: Kristen E. Rowe
Title: Director
Date: 11/22/07

**Image Access, Inc. d/b/a New Phone,
and Image Access Communications,
Inc. d/b/a New Phone**

By: Jim Dry
Name: Jim Dry
Title: Vice President
Date: 11/17/07

UNBUNDLED NETWORK ELEMENTS - Kentucky														
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES (\$)				Attachment 2			Exhibit A	
						Svc Order Submitted Elec per LSR	Svc Order Manually Submitted per LSR	Incremental Charge - Manual Svc Order vs Electronic- Add'l	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 1st			
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)			
											SOMECC	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES														
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service													
				UIPRX	UIRECC		0.10							

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