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General Counsel
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January 10, 2006

VIA HAND DELIVERY

Hon Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

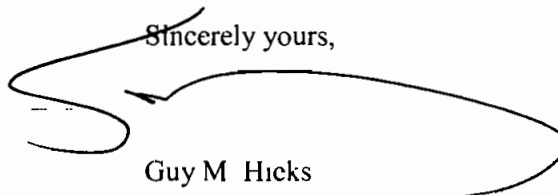
Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and US LEC Tennessee Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 06-00009

Dear Chairman Jones

Pursuant to Section 252(e) of the Telecommunications Act of 1996, US LEC Tennessee 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 Amendments to the Interconnection Agreement dated June 20, 2004. The first Amendment incorporates Switch-As-Is conversion rate elements and the second Amendment incorporates EEL to UNE-L Rearrangements

Thank you for your attention to this matter

Sincerely yours,



Guy M Hicks

cc: Deputy General Counsel, US LEC of Tennessee Inc
Vice President, Regulatory & Industry Affairs, US LEC of Tennessee Inc

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and US LEC of Tennessee Inc 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 US LEC OF TENNESSEE INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, US LEC of Tennessee Inc. ("US LEC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated June 20, 2004 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act") In support of their request, US LEC and BellSouth state the following:

1 US LEC 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 US LEC. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on June 16, 2004 and a supplemental filing was done on August 12, 2004.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment incorporates Switch-As-Is conversion rate elements and the second Amendment incorporates EEL to UNE-L Rearrangements. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, US LEC and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties is 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 US LEC 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. US LEC 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

US LEC and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 10th day of Jan, 2006.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

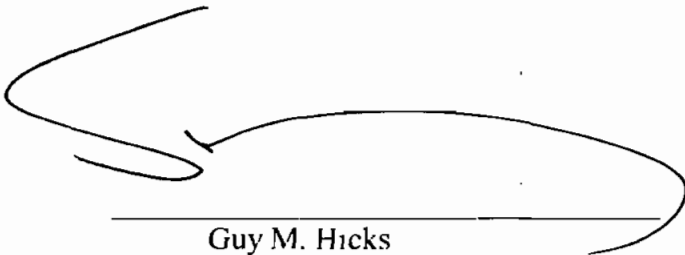
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 10th day of Jan, 2006:

Deputy General Counsel
US LEC of Tennessee Inc.
6801 Morrison Blvd.
Charlotte, NC 28211

Vice President, Regulatory & Industry Affairs
US LEC of Tennessee Inc.
6801 Morrison Blvd.
Charlotte, NC 28211



Guy M. Hicks

**Amendment to the Agreement
Between
US LEC of Tennessee Inc.
and
BellSouth Telecommunications, Inc.
Dated June 20, 2004**

Pursuant to this Amendment, (the "Amendment"), US LEC of Tennessee Inc. ("US LEC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 20, 2004 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and US LEC entered into the Agreement on June 20, 2004, 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 Switch-As-Is Conversion rates to Attachment 2, Exhibit A, for the rate elements reflected in Exhibit 1, attached hereto and incorporated herein.
2. All of the other provisions of the Agreement, dated June 20, 2004, 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 Amendment the day and year written below

BellSouth Telecommunications, Inc.

By: 

pin Name: Kristen Shore

Title: Director

Date 12-1-2005

US LEC of Tennessee Inc.

By: 

Name: Wanda G. Montano

Title: Vice President-Regulatory and
Industry Affairs

Date December 1, 2005

UNBUNDLED NETWORK ELEMENTS - Mississippi													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Manually per LSR		Attachment 2 Exh. A		Incremental Charge - Manual Svc Order vs Electronic Disc 1st
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs Electronic Add'l	Incremental Charge - Manual Svc Order vs Electronic Disc 1st	
							First	Add'l					
	UNBUNDLED EXCHANGE ACCESS LOOP												
	2-WIRE ANALOG VOICE GRADE LOOP												
	Switch-As-is Conversion rate per UNE Loop, Single LSR, (per DS0)												
	Switch-As-is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URES		25 01	3 53					
	4-WIRE ANALOG VOICE GRADE LOOP												
	Switch-As-is Conversion rate per UNE Loop, Single LSR, (per DS0)												
	Switch-As-is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URES		25 01	3 53					
	4-WIRE DS1 DIGITAL LOOP												
	Switch-As-is Conversion rate per UNE Loop, Single LSR, (per DS1)												
	Switch-As-is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCDD1	URES		25 01	3 53					
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP												
	Switch-As-is Conversion rate per UNE Loop, Single LSR, (per DS0)												
	Switch-As-is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URES		25 01	3 53					
	ADDITIONAL NETWORK ELEMENTS												
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As is charge does apply												
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As is Charge does not												
	Nonrecurring Currently Combined Network Elements - Switch As is Charge												
	Optional Features & Functions												
	Wholesale to UNE, Switch-As is Conversion Charge			UNCVX, UNCDX, UNCIX, UNCSX, UNCCC				5 63	5 63	7 20			
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As is Non-recurring Charge, per circuit			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3				36 87	16 14				
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3				1 49	1 49				

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2 Exh. A			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Nonrecurring First	Add'l	Nonrecurring First	Add'l	SOME	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP													
	2-WIRE ANALOG VOICE GRADE LOOP												
	Switch As-is Conversion rate per UNE Loop, Single LSR, (per DS0)												
	Switch-As-is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URES	23 42	3 30					10 54	13 32
	4-WIRE ANALOG VOICE GRADE LOOP												
	Switch-As-is Conversion rate per UNE Loop, Single LSR, (per DS0)												
	Switch-As-is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URES	24 82	4 70						
	4-WIRE DS1 DIGITAL LOOP												
	Switch-As-is Conversion rate per UNE Loop, Single LSR, (per DS1)												
	Switch-As-is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCDD1	URES	23 42	3 30						
	4-WIRE 19.2 OR 64 KBPS DIGITAL GRADE LOOP												
	Switch As-is Conversion rate per UNE Loop, Single LSR, (per DS0)												
	Switch-As-is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URES	23 42	3 30					10 54	13 32
	ADDITIONAL NETWORK ELEMENTS												
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As-is charge does apply													
When used as ordinarily combined network elements in all States, the non-recurring charges apply and the Switch As-is Charge does not.													
Nonrecurring Currently Combined Network Elements "Switch As-is" Charge													
Optional Features & Functions.													
	Wholesale to UNE, Switch-As-is Conversion Charge			UNCVX, UNCDX, UNCIX, UNC3X, UNCSX	UNCCC	52 73	24 62	9 12	9 12				
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As-is Non-recurring Charge per circuit			UTVX, UTID3, UTIS1, UDF, UE3	URES	34 53	15 11						
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As-is Non-recurring Charge, incremental charge per circuit on a spreadsheet			UTVX, UTID3, UTIS1, UDF, UE3	URES	1 40	1 40						

**Amendment to the Agreement
Between
US LEC of Tennessee Inc.
and
BellSouth Telecommunications, Inc.
Dated June 20, 2004**

Pursuant to this Amendment, (the "Amendment"), US LEC of Tennessee Inc. (US LEC), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 20, 2004 (Agreement) to be effective 30 (thirty) days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and US LEC entered into the Agreement on June 20, 2004, 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 delete and replace the language in Section 5.10 of Attachment 2 with the following:

5.10 Rearrangements

- 5.10.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working US LEC circuit from one CFA to another US LEC CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A shall apply
- 5.10.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.10.3 Upon request of US LEC, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.10.1 and 5.10.2 above and US LEC may request OC-TS for such orders
- 5.10.4 BellSouth shall accept a LOA between US LEC and another carrier that will allow US LEC to connect Dedicated Transport, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport
- 5.10.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change US LEC may utilize the EEL to UNE-L Retermination

process, as described in BellSouth's guides available on its web site, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

5.10.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. US LEC shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.

5.10.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if US LEC elects not to utilize the EEL to UNE-L Retermination process, US LEC must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, US LEC will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

2. The Parties agree to delete the rates for Service Rearrangements in Attachment 2, Exhibit A and add the rates for Rearrangements and Service Rearrangements to Exhibit A of Attachment 1, as set forth in Exhibit 1, attached hereto and by reference incorporated into this Amendment.
3. All of the other provisions of the Agreement dated June 20, 2004 shall remain unchanged and in full force and effect.
4. 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.

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

BellSouth Telecommunications, Inc.

By Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 12/19/05

US LEC of Tennessee Inc.

By: Wanda G. Montano

Name: Wanda G. Montano

Title: Vice President – Regulatory and Industry Affairs

Date: December 16, 2005

UNBUNDLED NETWORK ELEMENTS - Mississippi							Attachment 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Manually Submitted per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Nonrecurring First	Add'l	First	Somec	SOMAN	OSS Rates(\$)	SOMAN	SOMAN
					Rec	First	Add'l	First	Add'l			
UNBUNDLED EXCHANGE ACCESS LOOP												
Service Rearrangements												
EEL to UNE-L Re termination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87 56	36 29					
EEL to UNE-L Re termination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87 56	36 29					
EEL to UNE-L Re termination, per 2 Wire ISDN Loop			UDN	UREEL		91 46	44 07					
EEL to UNE-L Re termination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101 94	49 66					
EEL to UNE-L Re termination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100 90	42 98					
ADDITIONAL NETWORK ELEMENTS												
Service Rearrangements												
NRC Change in Facility Assignment per circuit Service Rearrangement			UETVX, UETDX UEA, UDL, UTUC, UITUD, UITUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100 90	42 96					
NRC Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)			UETVX, UETDX UEA, UDL, UTUC, UITUD, UITUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB								
NRC - Order Coordination Specir Time Dedicated Transport			UNC1X	OCOSR		1 28	1 28					
						18 87	18 87					

UNBUNDLED NETWORK ELEMENTS - Tennessee													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Attachment 2 Exh A		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Svc Order Submitted Elec per LSR	Svc Order Manually per LSR	Nonrecurring First	Add'l	Nonrecurring First	Add'l		