

BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

May 16, 2006

VIA HAND DELIVERY

Filed Electronically in Docket Office on 05/16/06

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

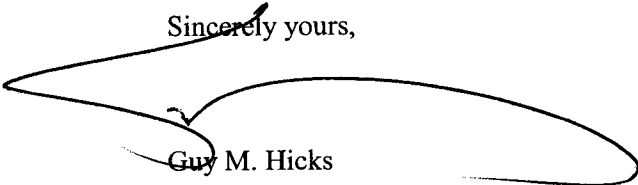
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. **06-00143**

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T Communications of the South Central States, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority six paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated March 14, 2006. The Amendment adds Exhibits B-F to Attachment 3 of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Bill Peacock, AT&T Communications of the South Central States, LLC
Chief Commercial Attorney, AT&T Communications of the South Central States, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, LLC 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 AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, AT&T Communications of the South Central States, LLC ("AT&T") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated March 14, 2006 (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, AT&T and BellSouth state the following:

1. AT&T 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 AT&T. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on April 11, 2006 in Docket No. 06-00096.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment adds Exhibits B-F to Attachment 3 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, AT&T 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 AT&T 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. AT&T and BellSouth aver that the Amendment is consistent with the standards for approval.

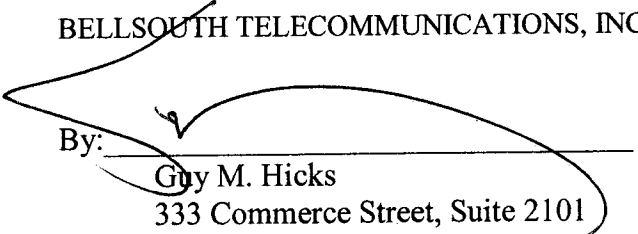
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

AT&T and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 16th day of May, 2006.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

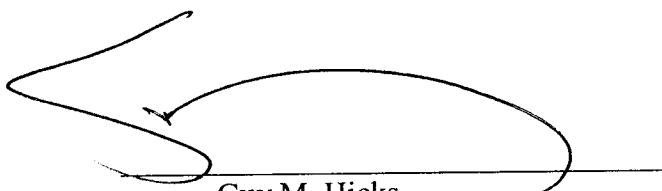
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 16th day of May, 2006:

Bill Peacock
AT&T Communications of the
South Central States, LLC
1200 Peachtree St., N.E.
Suite 12254
Atlanta, GA 30309

Chief Commercial Attorney
AT&T Communications of the
South Central States, LLC
1200 Peachtree St., N.E.
Suite 8100
Atlanta, GA 30309


Guy M. Hicks

**Second Amendment to the
Interconnection Agreement
Between
AT&T Communications of the South Central States, LLC
and
BellSouth Telecommunications, Inc.
Dated March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the South Central States, LLC (AT&T), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement for the state of Tennessee between the Parties dated March 14, 2006 (Agreement) to be effective after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and AT&T entered into the Agreement on March 14, 2006, 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 Exhibits B, C, D, E and F to Attachment 3 attached hereto and by reference incorporated into this Amendment.
2. All of the other provisions of the Agreement, dated March 14, 2006, 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.

Adding Exhibits B – F
To Attachment 3
04/13/2006

Signature Page

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

BellSouth Telecommunications, Inc.

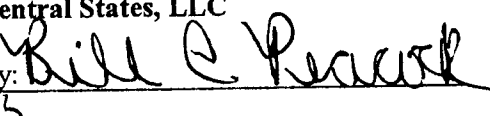
By: 

Name: Kristen E. Shore

Title: Director

Date: 4/20/06

**AT&T Communications of the South
Central States, LLC**

By: 

Name: Bill C. Peacock

Title: Director –
Global Access Management

Date: 4/17/06

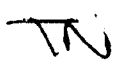

Adding Exhibits B – F
To Attachment 3
04/13/2006

EXHIBIT B: SPACE LICENSE

1. AT&T, at its sole discretion, may license BellSouth to situate BellSouth equipment in the AT&T central office and to utilize AT&T site support services in the AT&T central office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of interconnection. Such licenses and site support services are referred to herein collectively as a "Space License." If AT&T denies BellSouth a Space License in a particular AT&T central office, AT&T shall assure that BellSouth may interconnect with AT&T's network through an alternative arrangement reasonably acceptable to both parties, including without limitation, lease of AT&T's facilities directly connected to BellSouth's network; mid-span fiber meet; space in an adjacent premises; and an arrangement by which AT&T would assume ownership and control of equipment provided by BellSouth to be located in the AT&T central office for the sole purpose of interconnection.
2. The allowable network interfaces under a Space License are DS1, DS3 or another network interface as mutually agreed upon between the Parties to this Agreement.
3. Space Licenses are available subject to the availability of space and site support services in each AT&T central office. To establish a Space License, BellSouth must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
 - 3.1 Among the information to be provided in the questionnaire, BellSouth must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T central office in which BellSouth's equipment is or is to be located is referred to herein as the "Equipment Space."
 - 3.2 BellSouth is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures. BellSouth will use AT&T's certified vendors for the installation of License Facilities.
 - 3.3 If BellSouth desires to modify its request, prior to notification from AT&T regarding availability, BellSouth may do so by requesting that AT&T cancel the original request providing a new questionnaire to

AT&T to process.

4. Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T central office space and site support services to meet the request contained in BellSouth's questionnaire. AT&T will notify BellSouth in writing within thirty (30) business days whether there is sufficient AT&T central office space available for each such request.
5. Upon receiving written notification of the availability of AT&T central office space from AT&T, BellSouth will provide written verification that it still requires such AT&T central office space. This written notification is BellSouth's firm order for each AT&T central office space requested, and will constitute an executed Space License under the terms of this Exhibit B.
6. The rates and charges are as follows:

MONTHLY RECURRING RATES PER AT&T SWITCH LOCATION*

DS1 Port Termination	Rate
- per DS1 (first 28)	\$36.00
- per DS1 (29-56)	\$33.00
- per DS1 (57-84)	\$26.00
- per DS1 (85-112)	\$21.00
- per DS1 (113-140)	\$17.00
- per DS1 (141-168)	\$13.00
- per DS1 (169 and above)	\$12.00

NON-RECURRING RATES PER SWITCH LOCATION

DS1 Port Terminations	Rate
- per DS1 (first 168)	\$267.00
- per DS1 (169-300)	\$175.00
- per DS1 (301-500)	\$125.00
- per DS1 (501-750)	\$ 75.00
- per DS1 (751-1000)	\$ 50.00
- per DS1 (1001 and above)	\$ 25.00

*Multiplexing charges may apply in accordance with the terms and conditions of Attachment 3.

7. AT&T agrees to provide site support services as follows:
 - 7.1 AT&T will design, engineer, furnish, install, and maintain cable racks for BellSouth's use.
 - 7.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board ("BDFB") from which AT&T will supply DC power to BellSouth.
 - 7.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.
 - 7.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.
8. AT&T will provide the amount of space requested by BellSouth unless AT&T reasonably determines the quantity of space requested is not available. If the amount of requested space is not available, AT&T will specify the dimensions of the Equipment Space available and will specify any physical or space separation requirements. If the amount of space requested is available, AT&T will provide the location of the space and will specify any physical or space separation requirements.
9. For the purpose of performing work for which BellSouth is responsible under this Exhibit B, AT&T licenses BellSouth to enter and exit the Equipment Space through portions of the AT&T central office as designated by AT&T. Unless a service outage is occurring or appears to be imminent, BellSouth shall perform its work in the AT&T central office during regular business hours as designated from time to time by AT&T. BellSouth and AT&T will establish contact lists and procedures for after hours entry to the AT&T central office.
10. BellSouth will provide a twenty-four (24) hour local or toll free telephone number which AT&T can use to verify the authority of such personnel to enter the Equipment Space. BellSouth shall furnish to AT&T, and keep current, samples of the identifying credentials to be carried by all BellSouth employees authorized to enter the Equipment Space. Notwithstanding Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, or except in the case of willful misconduct or gross negligence on the part of AT&T, BellSouth hereby releases AT&T, AT&T's Affiliates and

their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any person who possesses a BellSouth employee identification badge and who was verified and admitted by AT&T.

11. While in the AT&T central office, employees of BellSouth and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.
12. Each Party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other Party's property and the property of others in and around AT&T's central office.
13. BellSouth's employees and contractors shall abide by the requirements of Section 5.19, Interference or Impairment, of Attachment 4, incorporated herein by this reference.
14. In addition to the Licensed Facilities, BellSouth may bring into the Equipment Space whatever tools and equipment necessary to install and maintain its equipment. BellSouth will be responsible for the care and safeguarding of all such items. BellSouth may not bring into the AT&T central office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
15. AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for BellSouth transmission cable, the Licensed Facilities, and any work performed by or behalf of BellSouth in the AT&T central office, at any time. If the Equipment Space is surrounded by a security enclosure, BellSouth shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.
16. AT&T and BellSouth intend that the Licensed Facilities, whether or not physically affixed to the AT&T central office, shall not be construed to be fixtures. BellSouth (or the lessor of BellSouth equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.

17. BellSouth agrees not to sell, convey, or lease BellSouth transmission cable under any circumstances, except for a conveyance of BellSouth transmission cable to AT&T or to another space licensee upon termination of the applicable Space License. BellSouth further agrees not to cause, suffer, or permit BellSouth transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by BellSouth or any act or omission of BellSouth. If BellSouth transmission cable becomes so encumbered, BellSouth agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
18. The licenses granted by this Agreement are non-exclusive personal privileges allowing BellSouth to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by BellSouth under this Agreement do not create or vest in BellSouth (or in any other person) any property right or interest of any nature in any part of the AT&T central office.
19. The licenses granted to BellSouth under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T central office; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.
20. AT&T may relocate the licensed space, or the AT&T central office, or both upon thirty (30) days prior written notice to BellSouth. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to BellSouth. AT&T will reimburse BellSouth for the reasonable cost of such relocation work performed by BellSouth, and AT&T will provide at its own expense any additional or replacement cable racks and BellSouth transmission cable needed to accommodate the relocation of the installation. AT&T and BellSouth will work together in good faith to minimize any disruption of service in connection with such relocation.
21. Licensed Facilities will be furnished, installed and maintained in accordance with the following:
 - 21.1 BellSouth agrees to furnish all Licensed Facilities.
 - 21.2 BellSouth agrees to install the Licensed Facilities. BellSouth agrees

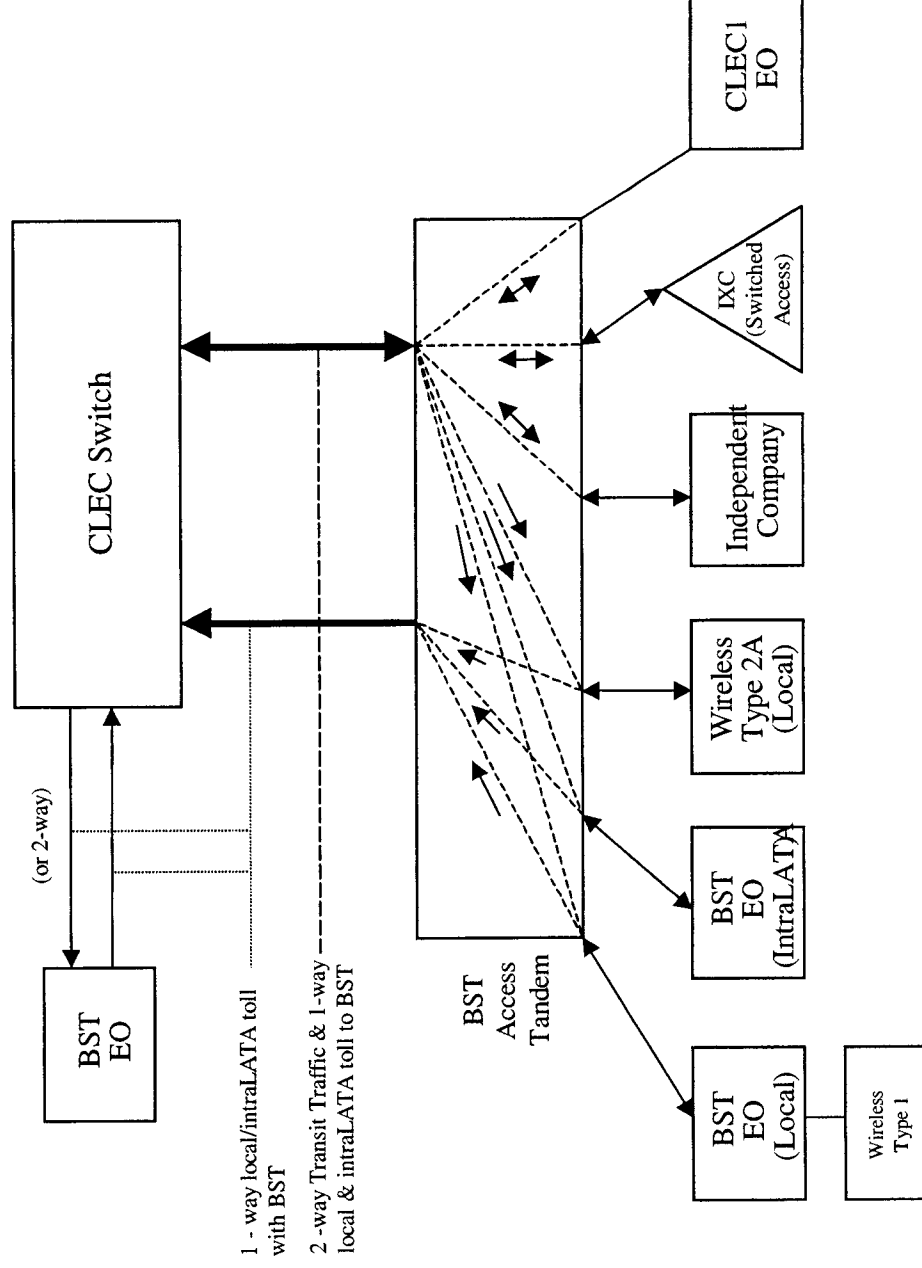
to comply with specifications and processes furnished by AT&T for installation performed by BellSouth.

- 21.3 BellSouth agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in BellSouth's frame to the designated AT&T power source. BellSouth will distribute the power among its equipment within the Equipment Space.
- 21.4 BellSouth agrees to maintain in good working order all BellSouth equipment in Equipment Space. AT&T agrees to repair BellSouth transmission cable. BellSouth is not permitted to repair installed BellSouth transmission cable in order to avoid possible harm to other transmission cables.
- 21.5 BellSouth may use contractors to perform installation and maintenance for which BellSouth is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of BellSouth submitted contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.
- 21.6 BellSouth may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If BellSouth chooses to install its equipment in locked cabinets, BellSouth shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.
22. Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any BellSouth equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
23. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

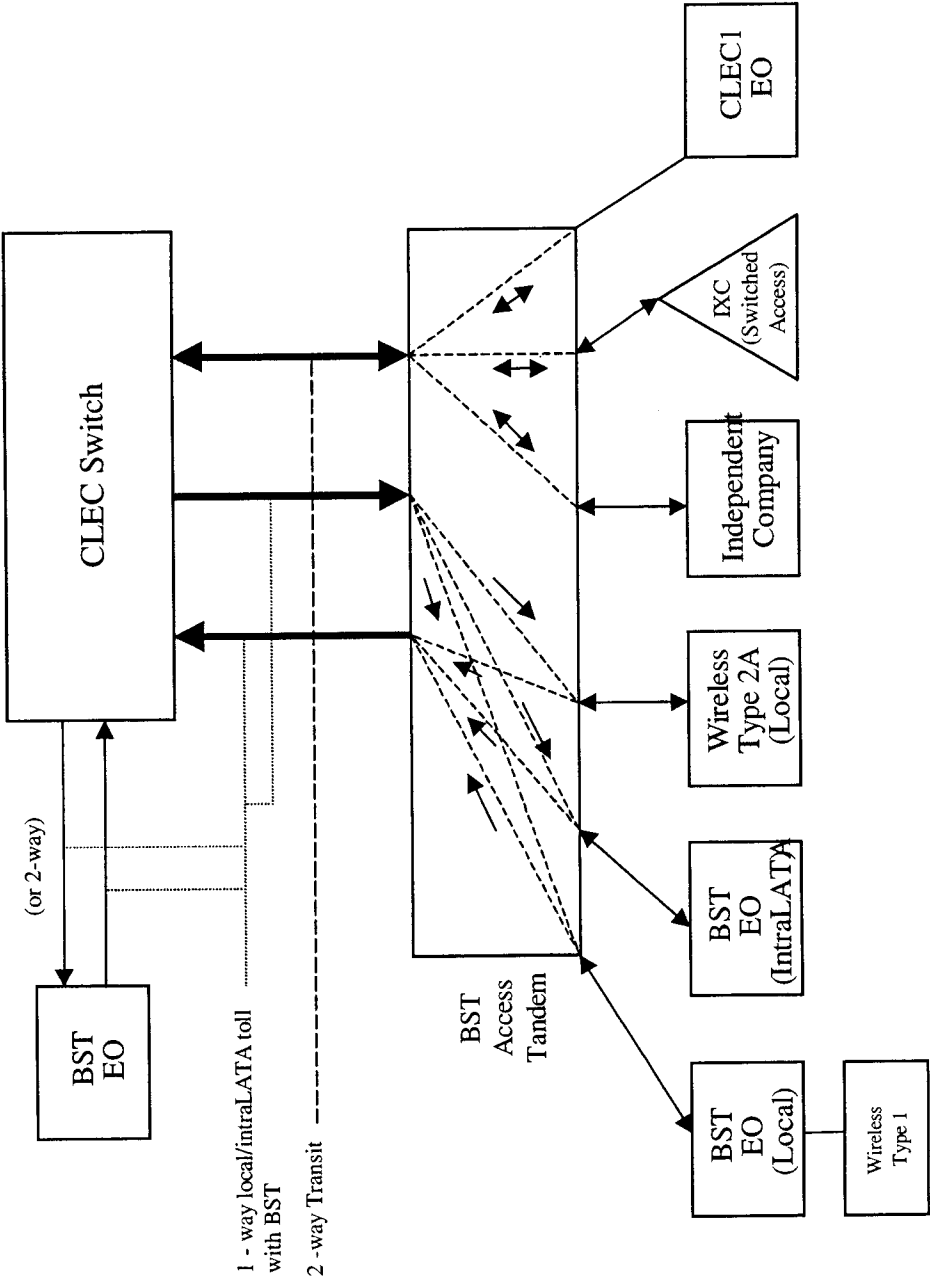
- 23.1 BellSouth fails to pay charges due or fails to comply with any of the terms or conditions of this Exhibit B.
- 23.2 BellSouth fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Exhibit B.
24. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
- 24.1 Within thirty (30) days after termination of a Space License, BellSouth will, at its sole expense, remove all BellSouth equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If BellSouth fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to BellSouth, perform the removal and restoration at BellSouth's sole risk and expense.
- 24.2 Because removal of installed BellSouth transmission cable may cause damage to other cables or fiber, BellSouth agrees to relinquish or transfer its transmission cable to AT&T or to another AT&T space licensee in lieu of removal. Upon termination of the applicable Space License, unless transferred to another AT&T space licensee, all BellSouth transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by BellSouth (or by any person claiming through BellSouth). At AT&T's request, BellSouth will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of BellSouth transmission cable to AT&T.
- 24.3 If no monies are owed by BellSouth to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to BellSouth's last known business address or to a domestic location designated by BellSouth, at BellSouth's sole risk and expense.

Standard Architecture

Exhibit C



One-Way Architecture



Supergroup Architecture

