

**BellSouth Telecommunications, Inc.**

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**Guy M. Hicks**  
General Counsel

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November 28, 2006

VIA HAND DELIVERY

filed electronically 11/28/06 @ 3:09pm

Hon. Sara Kyle  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

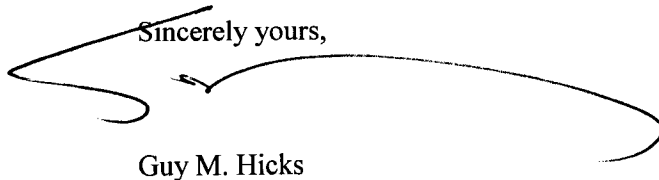
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and US LEC Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*  
Docket No. 06-00295

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, US LEC Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original plus six paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated July 30, 2006. The Amendment relates to reciprocal compensation.

Thank you for your attention to this matter.

Sincerely yours,

A large, stylized handwritten signature in black ink, appearing to read "Guy M. Hicks".

Guy M. Hicks

cc: Frank R. Hoffman, Jr., Director Regulatory and Industry Affairs, US LEC  
Terry Romine, Deputy General Counsel, US LEC

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

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

COME NOW, US LEC Communications, Inc. ("US LEC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated July 30, 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, 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 approved by the Tennessee Regulatory Authority ("TRA") on August 7, 2006.

2. The parties have recently negotiated an Amendment to the Agreement which relates to reciprocal compensation. 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, US LEC and BellSouth are submitting their Amendment to the TRA for its consideration and

approval. The Amendment provides that either or both of the parties are 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 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 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.

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

This 28<sup>th</sup> day of Jan, 2006.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

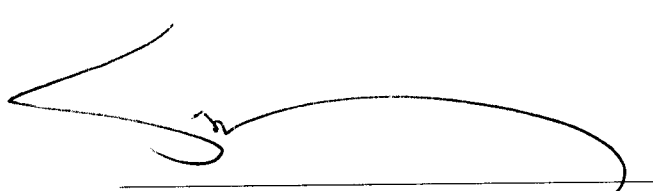
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

#### 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 28<sup>th</sup> day of Jan, 2006:

Frank R. Hoffman, Jr.  
Director Regulatory and Industry Affairs  
US LEC Communications, Inc.  
6801 Morrison Blvd.  
Charlotte, North Carolina 28211

Terry Romine  
Deputy General Counsel  
US LEC Communications, Inc.  
6801 Morrison Blvd.  
Charlotte, North Carolina 28211

  
Guy M. Hicks

**Amendment to the Agreement  
Between  
US LEC of Florida Inc., US LEC Communications Inc.,  
US LEC of Alabama Inc., US LEC of Georgia Inc.,  
US LEC of North Carolina Inc., US LEC of South Carolina Inc.  
and US LEC of Tennessee Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated July 30, 2006**

Pursuant to this Amendment, (the "Amendment"), US LEC of Florida Inc., US LEC Communications Inc., US LEC of Alabama Inc., US LEC of Georgia Inc., US LEC of North Carolina Inc., US LEC of South Carolina Inc. and 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 July 30, 2006 (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 July 30, 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 delete and replace Section 8.1.4 of Attachment 3 as follows:
  - 8.1.4 Each Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic. US LEC is entitled to reciprocal compensation for end office switching and tandem switching if it has proved to BellSouth's satisfaction that its switch serves the same geographical area(s) comparable to the area(s) served by BellSouth's tandem switch.
2. All of the other provisions of the Agreement, dated July 30, 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.

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: 10/19/06

**US LEC of Florida Inc., US LEC Communications Inc., US LEC of Alabama Inc., US LEC of Georgia Inc., US LEC of North Carolina Inc., US LEC of South Carolina Inc. and US LEC of Tennessee Inc.**

By: Frank Hottelmann

Name: FRANK HOTTMANN

Title: DIRECTOR REG. / IND. AFFAIRS

Date: 10/11/2006