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Guy M. Hicks
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April 30, 2007

VIA HAND DELIVERY

filed electronically in docket office on 05/01/07

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. 07-00103

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 a settlement between the parties.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Guy M. Hicks", with a large, sweeping loop at the end.

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 BELLSOUTH 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 January 23, 2007.

2. The parties have recently negotiated an Amendment to the Agreement which incorporates language from a settlement between the parties. 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 30th day of April, 2007.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.



By: _____

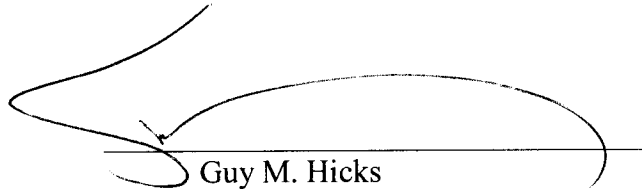
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 15 day of May, 2007:

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 thirty (30) calendar days after 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 add Section 8.5.6 to Attachment 3 as follows:

8.5.6 In the event that the Initial Billing Party was provided the accurate switched access detailed usage data in a manner that allowed the Initial Billing Party to generate and provide such data to the Subsequent Billing Party in a reasonable timeframe and where the Initial Billing Party failed to provide notice to the Subsequent Billing Party of any inability to provide such data within a reasonable and nondiscriminatory timeframe and the Subsequent Billing Party is unable to bill and/or collect access revenues due to the Initial Billing Party's failure to provide such data within said time period, then the Initial Billing Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in this Agreement.

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.

**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: Kristen E. Shore

By: FRANK HEERMAN

Name: Kristen E. Shore

Name: Frank Heerman

Title: Director

Title: Director Regulatory

Date: 1/12/07

Date: 1/2/2007