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October 18, 2007

VIA HAND DELIVERY

Hon. Eddie Roberson
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

filed electronically in docket office 10/19/2007

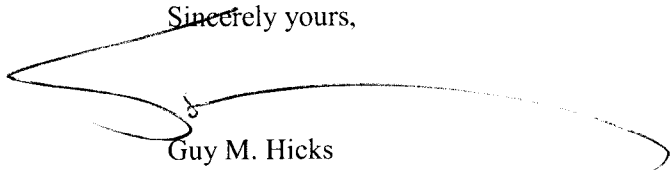
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Communications Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 07-00239

Dear Chairman Roberson:

Enclosed is the original plus six paper copies and one electronic copy of the executed Amendment to the Interconnection Agreement between BellSouth Telecommunications, Inc. and XO Communications Services, Inc. The Amendment modifies the Notice provision in the Agreement. The parties request approval of the Amendment by the Tennessee Regulatory Authority.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Gegi Leeger, XO Communications Services, Inc.
John Ivanuska, Director – State Regulatory, XO Communication Services, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

COME NOW, XO Communications Services, Inc. ("XO") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated November 4, 1999 (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, XO and BellSouth state the following:

1. XO 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 XO. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment modifies the Notice provision in 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, XO 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 the 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 XO 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. XO 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.

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

This 18 day of Oct, 2007.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.



By: _____

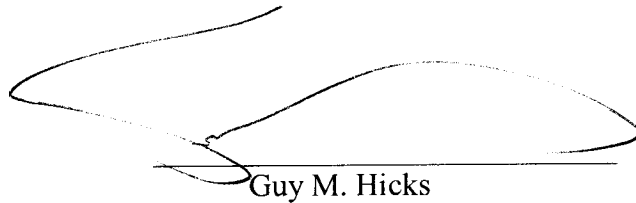
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 18 day of Oct, 2007:

Gegi Leeger
Director Regulatory Contracts
XO Communication Services, Inc.
13865 Sunrise Valley Drive
Herndon, Virginia 20171

John Ivanuska
Director – State Regulatory
XO Communication Services, Inc.
10940 Parallel Parkway, Suite K, #353
Kansas City, KS 66109



Guy M. Hicks

**Amendment to the Agreement
Between
XO Communication Services, Inc.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and
AT&T Tennessee
Dated November 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Communication Services, Inc. (XOCS), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (AT&T), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 (Agreement) to be effective September 17, 2007 (Effective Date).

WHEREAS, AT&T and XOCS entered into the Agreement on November 4, 1999, 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 19.1 of the General Terms and Conditions as follows:

- 19.1 With the exception of billing notices, governed by Attachment 3, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

AT&T Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

Wholesale Market Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

XO Communication Services, Inc.

Gegi Leeger
Director Regulatory Contracts
13865 Sunrise Valley Drive
Herndon, Virginia 20171
e-mail: Gegi.Leeger@xo.com
Telephone Number: 703-547-2109
Facsimile Number: 703-547-3694

and

John Ivanuska
Director – State Regulatory
10940 Parallel Parkway, Suite K, #353
Kansas City, KS 66109
e-mail: John.Ivanuska@xo.com
Telephone Number: 913-499-1379
Facsimile Number: 913-378-7686

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

2. All of the other provisions of the Agreement, dated November 4, 1999, 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.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

By: 

Name: Kristen E. Shore

Title: Director

Date: 7/27/10

XO Communication Services, Inc.

By: 

Name: Heather B. Gold

Title: SVP External Affairs

Date: _____