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June 23, 2008

VIA HAND DELIVERY

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

filed electronically in docket office on 06/24/08

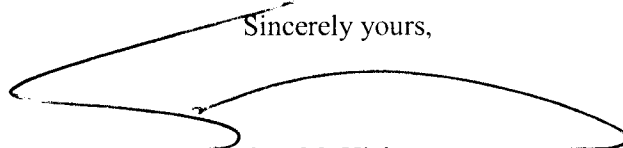
Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Long Distance, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 08-00105

Dear Chairman Roberson:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Long Distance, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original plus four paper copies and one electronic copy of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated August 17, 2005. The first Amendment relates to Collocation and the second Amendment extends the term of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Robert D. Eison, President, BellSouth Long Distance, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Long Distance, 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 BELL SOUTH LONG DISTANCE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, BellSouth Long Distance, Inc. ("BSLD") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated August 17, 2005 (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, BSLD and BellSouth state the following:

1. BSLD 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 BSLD. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on September 26, 2005.

2. The parties have recently negotiated two Amendments to the Agreement. The first amendment relates to collocation and the second amendment extends the term of the Agreement. Copies of the Amendments are attached hereto.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, BSLD and BellSouth are submitting their Amendments to the TRA for its consideration and

approval. The Amendments provide that either or both of the parties are 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 between BellSouth and BSLD 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. BSLD and BellSouth aver that the Amendments 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.

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

This 23rd day of June, 2008.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

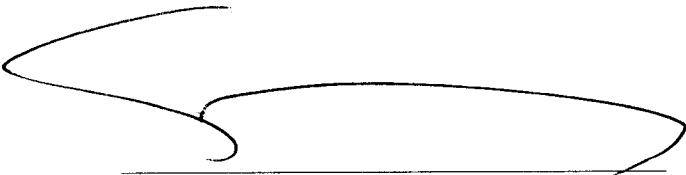
By: 

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 Amendments to the Interconnection Agreement on the following via United States Mail on the 23rd day of June, 2008:

Robert D. Eison
President
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace
Suite 350
Atlanta, GA 30346


Guy M. Hicks

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
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
AND
BELLSOUTH LONG DISTANCE, INC.**

The Interconnection Agreement dated August 17, 2005 by and between 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") and BellSouth Long Distance, Inc. ("BSLD") ("Agreement") effective in the state(s) of Alabama, Florida Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee is hereby amended as follows:

1. The Parties agree that AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from August 16, 2008 until August 16, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from BSLD, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. BSLD acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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.
6. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment.

BellSouth Long Distance, Inc.

By:



Name: William Schneider

(Print or Type)

Title: Director - Accounting

(Print or Type)

Date: 4/23/08

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:

5/6/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
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
AND
BELLSOUTH LONG DISTANCE, INC.**

The Interconnection Agreement dated August 17, 2005 by and between 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") and BellSouth Long Distance, Inc. ("BSLD") ("Agreement") effective in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee is hereby amended as follows and will be effective 10 days after the date of the last signature executing the Amendment :

1. Attachment 4, Section 5.6 of the interconnection agreement dated August 17, 2005 is amended by adding the following section:
 - 5.6.3 Bits Timing (per circuit) (Optional) - AT&T will provide a single sign BSLD from an AT&T timing source to provide synchronization between BSLD's single Network Element and AT&T's equipment.
 - 5.6.4 Timing Interconnection Arrangement (Optional) - AT&T will provided Timing leads (1 pair of wires) to the BSLD's dedicated Physical Collocation space.
2. Attachment 4, Exhibit E is hereby amended to add the rates in Exhibit 1 attached.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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.
5. This Amendment shall be filed with and is subject to approval by the Commission(s).

IN WITNESS WHEREOF, the Parties have executed this Amendment 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 Shore

Title: Director

Date: 4/24/08

BellSouth Long Distance, Inc.

By: 

Name: William Schneider

Title: Director - Accounting

Date: April 16, 2008

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