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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

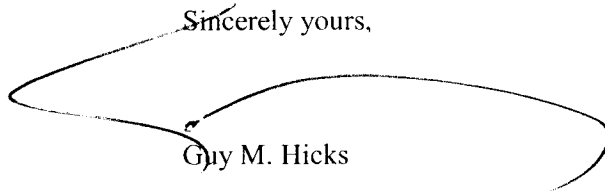
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and US LEC Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 08-00107

Dear Chairman Roberson:

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 four 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 Primary Toll Carrier Arrangements.

Thank you for your attention to this matter.

Sincerely yours,



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 January 23, 2007.

2. The parties have recently negotiated an Amendment to the Agreement which relates to Primary Toll Carrier Arrangements. 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 22nd day of June, 2008.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

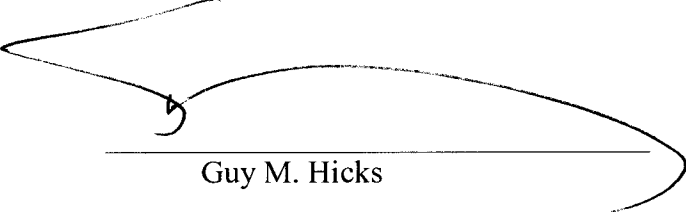
Guy M. Hicks
333 Commerce Street, Suite 2101
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(615) 214-6301
Attorney for BellSouth

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 23rd day of June, 2008:

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 Communications, 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 July 30, 2006**

Pursuant to this Amendment, (the "Amendment"), US LEC Communications, Inc. (US LEC), 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 July 30, 2006 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T 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 hereby agree to add new Sections 8.8 through 8.8.1.1 to Attachment 3 – Network Interconnection, of the Agreement as follows:

8.8 Primary Toll Carrier Arrangements:

8.8.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party Independent Telephone Incumbent Local Exchange Carrier's (ICO's) End User customers. In this ICO arrangement, the PTC would receive the ICO End User IntraLATA toll traffic revenues. In AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE (herein known as AT&T) wherein Primary Toll Carrier arrangements currently exist, and AT&T is functioning as the PTC for a Third Party ICO's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

8.8.1.1 AT&T shall deliver such IntraLATA toll traffic that originated from a Third Party ICO and terminated to US LEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangements. Where AT&T is functioning as the PTC for a Third Party ICO's End User customers, the following provisions apply to the minutes of use terminating to US LEC. AT&T and US LEC will work cooperatively to develop a percentage factor reflecting the amount of state specific PTC ICO originated intraLATA toll minutes of use that are within the state specific total ICO originated minutes of use reflected in the monthly EMI 11-01-01 records provided to US LEC by AT&T. US LEC

will apply this state specific percentage against the state specific total ICO originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T will compensate US LEC. Such percentage will be updated no more than twice each year, and any revised percentages will be applied prospectively. US LEC will invoice AT&T for PTC traffic as a separate line item on the US LEC invoice to AT&T that specifically describes the billing as for Primary Toll Carrier Traffic. AT&T will compensate US LEC for this PTC traffic as AT&T compensates US LEC for AT&T originated traffic as set forth in US LEC's Interconnection Agreement with AT&T. Compensation for PTC traffic will apply prospectively from the effective date of this amendment.

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.
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.

US LEC Communications, Inc.

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: *J.T. Ambrosi*

Name: J.T. Ambrosi

Title: Vice President - Vendor Relations

Date: 4-25-08

By: *Kristen E. Shore*

Name: Kristen E. Shore

Title: Director

Date: 5/1/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u>4839</u>	<u>VHC</u>	MISSISSIPPI	<u>8356</u>	<u>VHC</u>
FLORIDA	<u>8692</u>	<u>VHC</u>	NORTH CAROLINA	<u>7674</u>	<u>VHC</u>
GEORGIA	<u>8355</u>	<u>VHC</u>	SOUTH CAROLINA	<u>8693</u>	<u>VHC</u>
KENTUCKY	<u>8356</u>	<u>VHC</u>	TENNESSEE	<u>8356</u>	<u>VHC</u>
LOUISIANA	<u>8356</u>	<u>VHC</u>			