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February 3, 2010

VIA HAND DELIVERY

filed electronically in docket office on 02/03/10

Hon. Sara Kyle, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and tw telecom of tennessee llc*  
Docket No. 10-00016

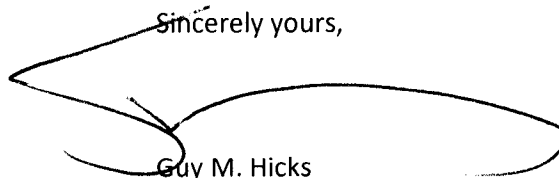
Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, tw telecom of tennessee llc ("TWTC") and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T") are hereby submitting to the Tennessee Regulatory Authority the attached Petition for Approval of the Amendment to the Interconnection Agreement dated December 2, 2007. The Amendment updates contact information contained in Section 19.1 of the General Terms & Conditions and corrects Section 2.3.2 of Attachment 6 – OSS.

AT&T and TWTC respectfully request that the Petition and Amendment be filed, reviewed and considered for approval as expeditiously as possible.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and tw telecom of tennessee llc*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC. D/B/A**  
**AT&T TENNESSEE AND TW TELECOM OF TENNESSEE LLC**

COME NOW, tw telecom of tennessee llc ("TWTC") and BellSouth Telecommunications, Inc., d/b/a AT&T Tennessee ("AT&T"), and file this request for approval of the Amendment to the Interconnection Agreement dated December 2, 2007 (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, TWTC and AT&T state the following:

1. TWTC and AT&T have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to TWTC. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on February 11, 2008.

2. The parties have recently negotiated an Amendment to the Agreement which updates contact information contained in Section 19.1 of the General Terms & Conditions and corrects Section 2.3.2 of Attachment 06 – OSS. 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, TWTC and AT&T 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 AT&T and TWTC 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. TWTC and AT&T 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, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

TWTC and AT&T respectfully request that the TRA approve the Amendment negotiated between the parties.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A AT&T TENNESSEE

By: 

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

**Amendment to the Interconnection Agreement**

**Between**

**tw telecom of tennessee llc**

**and**

**BellSouth Telecommunications, Inc.**

**d/b/a AT&T Tennessee**

**Dated December 2, 2007**

Pursuant to this Amendment, (the "Amendment"), tw telecom of tennessee llc (TWTC), and d/b/a AT&T Tennessee (AT&T), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 2, 2007 (Agreement) to be effective as of the date of the last signature to the amendment..

WHEREAS, AT&T and TWTC entered into the Agreement on December 2, 2007;

WHEREAS this Amendment applies to the State of Tennessee, 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 replace the Notices contacts in Section 19.1 of the General Terms and Conditions with the following for TWTC:

Tina Davis  
Sr. VP & Deputy Counsel  
tw telecom inc.  
10475 Park Meadows Drive  
Littleton, CO 80124  
Tel. 303-566-1279  
Fax. 303-566-1010  
[tina.davis@twtelecom.com](mailto:tina.davis@twtelecom.com)

Copy to:  
Carolyn Ridley  
Vice President Regulatory, Southeast  
tw telecom inc.  
2078 Quail Run Drive  
Bowling Green, KY 42104  
Cell 615-584-7372  
Office 270-782-1716  
[carolyn.ridley@twtelecom.com](mailto:carolyn.ridley@twtelecom.com)

2. The Parties agree to replace the language in Attachment 6 Section 2.3.2 in its entirety with the following:

The Parties shall place orders for services by submitting an LSR to the other Party.  
AT&T shall bill TWTC an electronic service order charge at the rate set forth in the applicable Attachment to the Agreement for each LSR submitted by means of an electronic interface. AT&T shall bill TWTC a manual

service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g., mail, fax, courier, etc.). TWTC shall bill AT&T a single manual OSS charge per LSR associated with the port-back of a telephone number to AT&T's switch as set forth in Exhibit A to Attachment 2 of this Agreement until such time as electronic ordering is provided by TWTC to AT&T. At such time, the applicable electronic OSS charge as set forth in Exhibit A to Attachment 2 of this Agreement would apply. To the extent TWTC performs another OSS function for AT&T that AT&T performs for TWTC pursuant to this Agreement, the Parties shall amend this Agreement to include such function subject to the same rates, terms and conditions that apply to AT&T under this Agreement. An individual LSR will be identified for billing purposes by its PON.

3. All of the other provisions of the Agreement, dated December 2, 2007, shall remain in full force and effect.

4. 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.

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.

tw telecom of tennessee llc  
By: tw telecom holdings inc., its sole member

BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee  
by AT&T Operations, Inc., its authorized agent

Signature: Tina Davis

Signature: Eddie A. Reed, Jr.

Name: Tina Davis  
~~Senior Vice President~~  
~~Deputy General Counsel~~

Name: Eddie A. Reed, Jr.

Title: Sr. Vice President and Deputy General Counsel

Title: Director – Interconnection Agreements

Date: 1/15/2010

Date: 1-26-10

CERTIFICATE OF SERVICE

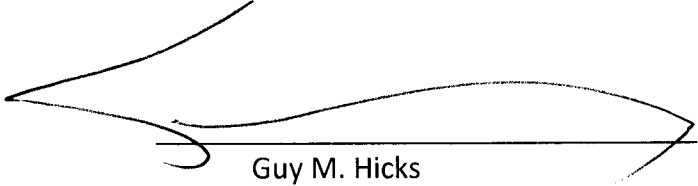
I hereby certify that a copy of the foregoing document was served on the following, via the method indicated on the 3<sup>rd</sup> day of Feb., 2010:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Tina Davis  
Sr. Vice President and Deputy Counsel  
tw telecom inc  
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Littleton, CO 80124  
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- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

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