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February 4, 2010

VIA HAND DELIVERY

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

filed electronically in docket office on 02/04/10

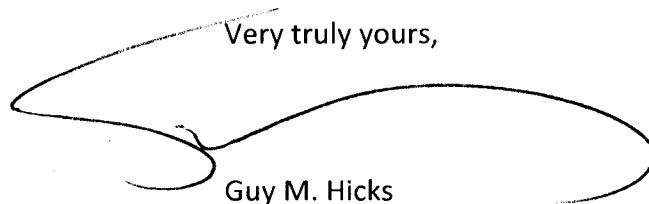
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and NuVox Communications, Inc. dba NuVox Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 10-00017

Dear Chairman Kyle:

Enclosed for filing in the referenced docket are the original and four copies of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and NuVox Communications, Inc. dba NuVox.*

AT&T Tennessee respectfully requests that this matter be placed on the Authority's next Conference Agenda.

Very truly yours,



Guy M. Hicks

778634

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and NuVox Communications, Inc., dba NuVox 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.
D/B/A AT&T TENNESSEE AND NUVOX COMMUNICATIONS, INC. DBA NUVOX**

COME NOW, NuVox Communications, Inc. dba NuVox ("NuVox") 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 November 11, 2009 (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, NuVox and AT&T state the following:

1. NuVox and AT&T have recently 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 NuVox. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on December 14, 2009.

2. The parties have recently negotiated an Amendment to the Agreement which incorporates the revised TRRO language negotiated by 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, NuVox and AT&T are submitting their Agreement 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 NuVox 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. NuVox 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.

NuVox and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

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

By: 

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333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for AT&T

Amendment to the Agreements**Between****NuVox Communications, Inc. d/b/a NuVox and**

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama dated May 18, 2001, AT&T Florida dated March 11, 2006, AT&T Georgia dated April 30, 2007, AT&T Kentucky dated January 3, 2010, AT&T Louisiana dated May 18, 2001, AT&T Mississippi dated August 20, 2007, AT&T North Carolina dated March 11, 2006, AT&T South Carolina dated November 17, 2009 and AT&T Tennessee dated November 21, 2009

Pursuant to this Amendment, (the "Amendment"), NuVox Communications, Inc. d/b/a NuVox ("NuVox"), 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 (hereinafter referred to collectively as "AT&T"), hereby agree to amend those certain Interconnection Agreements between the Parties dated May 18, 2001 in Alabama, March 11, 2006 in Florida, April 30, 2007 in Georgia, January 3, 2010 in Kentucky, May 18, 2001 in Louisiana, August 20, 2007 in Mississippi, March 11, 2006 in North Carolina, November 17, 2009 in South Carolina and November 21, 2009 in Tennessee ("Agreements") to be effective 10 (ten) days after the date of the last signature executing the Amendment ("Effective Date") For the purposes of this Amendment, "Parties" shall mean "NuVox" and "AT&T".

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. Recitals and Terms. The foregoing Recitals are incorporated by this reference herein and each Party is entitled to rely on them for purposes of this Amendment. All capitalized terms not defined herein shall have the meaning described in the Parties' Interconnection Agreement. The word "including" shall have the same meaning as "including but not limited to".
2. The Parties hereby agree to modify the Agreements as follows:
 - (a) For Alabama: delete Sections 1.6, 1.6.1, 1.6.2, 1.6.3, 1.7, 1.8, 5.2.7, 5.2.7.1, 5.2.7.2, 5.2.7.3, 5.2.7.4, 5.2.8 and 5.2.9 (from August 11, 2006 Alabama Generic Change of Law Amendment, Exhibit A), and renumber Section 1.8 as 1.12 (in August 11, 2006 Alabama Generic Change of Law Amendment, Exhibit A);
 - (b) For Florida: delete Sections 2.2.5, 2.2.6, 2.2.6.1, 2.2.6.2, 2.2.6.3, 2.2.7, 2.2.7.1, 2.2.7.2, 2.2.7.3, 6.2.7, 6.2.8, 6.2.8.1, 6.2.8.2, 6.2.8.3, 6.2.8.4, 6.2.9, 6.2.12, 6.2.12.1, 6.2.12.2 and 6.2.12.3 (from Attachment 2), and renumber 6.2.10 and 6.2.11 as 6.2.7 and 6.2.8, respectively (in Attachment 2);
 - (c) For Georgia: delete Sections 2.2.4.7, 2.2.4.7.3, 2.2.4.7.4, 2.2.4.7.5, 6.1.3.7, 6.1.3.10, 6.1.3.11, 6.1.3.12 and 6.1.3.14 (from Attachment 2) and renumber 2.2.4.7.1, 2.2.4.7.2, 6.1.3.8 and 6.1.3.9 as 2.2.4.7, 2.2.4.8, 6.1.3.7 and 6.1.3.8, respectively (in Attachment 2);

- (d) For Kentucky: delete Sections 2.2.6, 2.2.6.1, 2.2.6.2, 2.2.6.3, 6.2.5, 6.2.6, 6.2.7, 6.2.8 and 6.2.9; and renumber Section 2.2.6.4 as 2.2.12;
- (e) For Louisiana: delete Sections 1.6, 1.6.1, 1.7, 1.8, 1.9, 4.2.7, 4.2.7.1, 4.2.7.2, 4.2.8, 4.2.9 and 4.2.10 (from Louisiana Generic Change of Law Amendment, Exhibit A NuVox executed on January 20, 2010), and renumber Sections 1.10 and 4.2.11 as 1.12 and 4.2.13, respectively (from Louisiana Generic Change of Law Amendment, Exhibit A NuVox executed on January 20, 2010);
- (f) For Mississippi: delete Sections 2.2.6, 2.2.6.1, 2.2.6.2, 2.2.6.3, 6.2.10, 6.2.11, 6.2.12, 6.2.13 and 6.2.14 (from Attachment 2), and renumber Sections 2.2.7 and 6.2.15 as 2.2.12 and 6.2.16, respectively (in Attachment 2);
- (g) For North Carolina: delete Sections 2.2.6, 2.2.6.1, 2.2.6.2, 2.2.6.3, 2.2.7, 2.2.8, 2.2.9, 6.2.8, 6.2.8.1, 6.2.8.2, 6.2.8.3, 6.2.8.4, 6.2.11, 6.2.12 and 6.2.13 (from Attachment 2), and renumber 2.2.10, 6.2.9 and 6.2.10 as 2.2.16, 6.2.8 and 6.2.9 respectively (in Attachment 2);
- (h) For South Carolina: delete Sections 2.2.6, 2.2.6.1, 2.2.6.2, 2.2.6.3, 6.2.9, 6.2.10, 6.2.11, 6.2.12 and 6.2.13, and renumber Sections 2.2.6.4 and 6.2.14 as 2.2.12 and 6.2.11, respectively (from Attachment 2);
- (i) For Tennessee: delete Sections 2.2.6, 2.2.6.1, 2.2.6.2, 2.2.6.3, 6.2.9, 6.2.10, 6.2.11, 6.2.12 and 6.2.13, and renumber Sections 2.2.6.4 and 6.2.14 as 2.2.12 and 6.2.11 respectively (from Attachment 2).
3. "Execution Date" shall be defined as the date that this amendment is signed by AT&T.
4. The Parties hereby agree to add the following Sections to the Agreements:
- A.¹ Disconnection or Conversion of Non-Impaired DS1 and DS3 Loops
- A.¹² Identification of Non-Impaired DS1 and DS3 Loops and Excess DS1 and DS3 Loops
- A.²³ The List. Within thirty (30) days of the Execution Date, AT&T will provide a list to NuVox of all active Non-Impaired DS1 and DS3 Loops, Excess DS1 and DS3 Loops in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina,

¹ This Section shall become Section 1.6 in Alabama, 2.2.5 in Florida, 2.2.4.9 in Georgia, 2.2.6 in Kentucky, 1.6 in Louisiana, 2.2.6 in Mississippi, 2.2.6 in North Carolina, 2.2.6 in South Carolina, and 2.2.6 in Tennessee.

² This Section shall become Section 1.6.1 in Alabama, 2.2.5.1 in Florida, 2.2.4.9.1 in Georgia, 2.2.6.1 in Kentucky, 1.6.1 in Louisiana, 2.2.6.1 in Mississippi, 2.2.6.1 in North Carolina, 2.2.6.1 in South Carolina, and 2.2.6.1 in Tennessee.

³ This Section shall become Section 1.6.2 in Alabama, 2.2.5.2 in Florida, 2.2.4.9.2 in Georgia, 2.2.6.2 in Kentucky, 1.6.2 in Louisiana, 2.2.6.2 in Mississippi, 2.2.6.2 in North Carolina, 2.2.6.2 in South Carolina, and 2.2.6.2 in Tennessee.

South Carolina, and Tennessee, and 271 Elements in Georgia ("List") remaining in service as of the Execution Date. Notwithstanding the foregoing sentence, such List shall not contain more than (a) 250 DS1 UNE Loops (including EEL components), (b) 20 DS3 UNE Loops (including EEL components), (c) 250 DS1 271 Loops (including EEL components), and (d) 20 DS3 271 Loops (including EEL components).⁴

- A.3⁵ Subsequent Lists. In the event that AT&T identifies within six (6) months after the Execution Date any additional Non-Impaired DS1 and DS3 Loops, Excess DS1 and DS3 Loops and/or 271 Elements not included on the List, AT&T shall provide to NuVox a subsequent list identifying such circuit(s) ("Subsequent List"), provided that the number of circuits on such Subsequent List(s) shall not individually or in the aggregate (including circuits identified on the List) exceed the circuit-type quantity limitations set forth in Section A.2.
- B⁶ Disconnect or Conversion Orders
- B.1⁷ NuVox Orders. NuVox will submit orders (using AT&T worksheet format) to disconnect or convert all circuits properly included on the List or a Subsequent List to another AT&T wholesale service within thirty (30) days of receipt of the List or Subsequent List.
- B.2⁸ AT&T Orders. Should NuVox fail to submit conversion or disconnect orders within the thirty (30) days for a circuit properly included on the List or a Subsequent List, AT&T shall be entitled to convert such circuit to special access without an order from NuVox.
- C⁹ True-Ups

⁴ The List is a single list that shall include: (a) no more than 250 DS1-level circuits, regardless of whether they are UNE loops (including EEL components) or UNE dedicated transport (including EEL components); (b) no more than 20 DS3-level circuits, regardless of whether they are UNE loops (including EEL components) or UNE dedicated transport (including EEL components); (c) no more than 250 271 DS1-level circuits, regardless of whether they are 271 loops (including EEL components) or 271 dedicated transport (including EEL components); and (d) no more than 20 271 DS3-level circuits, regardless of whether they are 271 loops (including EEL components) or 271 dedicated transport (including EEL components).

⁵ This Section shall become Section 1.6.3 in Alabama, 2.2.5.3 in Florida, 2.2.4.9.3 in Georgia, 2.2.6.3 in Kentucky, 1.6.3 in Louisiana, 2.2.6.3 in Mississippi, 2.2.6.3 in North Carolina, 2.2.6.3 in South Carolina, and 2.2.6.3 in Tennessee.

⁶ This Section shall become Section 1.7 in Alabama, 2.2.6 in Florida, 2.2.4.10 in Georgia, 2.2.7 in Kentucky, 1.7 in Louisiana, 2.2.7 in Mississippi, 2.2.7 in North Carolina, 2.2.7 in South Carolina, and 2.2.7 in Tennessee.

⁷ This Section shall become Section 1.7.1 in Alabama, 2.2.6.1 in Florida, 2.2.4.10.1 in Georgia, 2.2.7.1 in Kentucky, 1.7.1 in Louisiana, 2.2.7.1 in Mississippi, 2.2.7.1 in North Carolina, 2.2.7.1 in South Carolina, and 2.2.7.1 in Tennessee.

⁸ This Section shall become Section 1.7.2 in Alabama, 2.2.6.2 in Florida, 2.2.4.10.2 in Georgia, 2.2.7.2 in Kentucky, 1.7.2 in Louisiana, 2.2.7.2 in Mississippi, 2.2.7.2 in North Carolina, 2.2.7.2 in South Carolina, and 2.2.7.2 in Tennessee.

⁹ This Section shall become Section 1.8 in Alabama, 2.2.7 in Florida, 2.2.4.11 in Georgia, 2.2.8 in Kentucky, 1.8 in Louisiana, 2.2.8 in Mississippi, 2.2.8 in North Carolina, 2.2.8 in South Carolina, and 2.2.8 in Tennessee.

- C.1¹⁰ Standard True-Up Period (for NuVox Orders). Notwithstanding any other provision of this Agreement, for circuits properly included on the List or a Subsequent List and converted or disconnected pursuant to Section B.1, AT&T is entitled to a true-up for the period between the date six (6) months prior to the date of AT&T's furnishing of the List or Subsequent List, as applicable, to NuVox, or the circuit installation date, whichever date is later, and the date of NuVox's submission to AT&T of a disconnect or conversion order ("Standard True-Up Period").
- C.2¹¹ Alternative True-Up Period (for AT&T Orders). Notwithstanding any other provision of this Settlement Agreement, for circuits properly included on the List, or a Subsequent List and converted pursuant to Section B.2, AT&T is entitled to a true-up for the period between the date six months prior to the date of AT&T's furnishing of the List or Subsequent List as applicable, to NuVox, or the circuit installation date, whichever date is later, and the date of conversion ("Alternative True-Up Period").
- C.3¹² True-Up Amounts. The amount of the true-up for each circuit shall be the difference between each applicable state commission approved DS1 or DS3 Loop rate and the FCC month-to-month special access rate in the States of Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee for the True-Up Period. In Georgia, the amount of the true-up shall be limited to the difference between each applicable state commission approved 271 Element rate and the FCC month-to-month special access rate unless the circuit during the true-up period was billed as TELRIC then the True-Up amount will be the difference between TELRIC and FCC month-to-month special access.
- C.4¹³ Standard Completion and Potential True-Up Forfeiture (for NuVox Orders). AT&T shall complete all disconnects and conversions ordered pursuant to Section B.1 within ninety (90) days of the date of NuVox's order. Should AT&T fail to complete all disconnects and conversions within such time and issue complete invoices for the true-up amounts specified in this Section to NuVox

¹⁰ This Section shall become Section 1.8.1 in Alabama, 2.2.7.1 in Florida, 2.2.4.11.1 in Georgia, 2.2.8.1 in Kentucky, 1.8.1 in Louisiana, 2.2.8.1 in Mississippi, 2.2.8.1 in North Carolina, 2.2.8.1 in South Carolina, and 2.2.8.1 in Tennessee.

¹¹ This Section shall become Section 1.8.2 in Alabama, 2.2.7.2 in Florida, 2.2.4.11.2 in Georgia, 2.2.8.2 in Kentucky, 1.8.2 in Louisiana, 2.2.8.2 in Mississippi, 2.2.8.2 in North Carolina, 2.2.8.2 in South Carolina, and 2.2.8.2 in Tennessee.

¹² This Section shall become Section 1.8.3 in Alabama, 2.2.7.3 in Florida, 2.2.4.11.3 in Georgia, 2.2.8.3 in Kentucky, 1.8.3 in Louisiana, 2.2.8.3 in Mississippi, 2.2.8.3 in North Carolina, 2.2.8.3 in South Carolina, and 2.2.8.3 in Tennessee.

¹³ This Section shall become Section 1.8.4 in Alabama, 2.2.7.4 in Florida, 2.2.4.11.4 in Georgia, 2.2.8.4 in Kentucky, 1.8.4 in Louisiana, 2.2.8.4 in Mississippi, 2.2.8.4 in North Carolina, 2.2.8.4 in South Carolina, and 2.2.8.4 in Tennessee.

within two (2) billing periods after the date of completion of a disconnection or conversion, it shall forfeit and not be entitled to any true-up for such circuit(s).

- D¹⁴ Additional Non-Impaired DS1 and DS3 Loops. It is expected by all Parties that NuVox will comply with the FCC rules for ordering DS1 and DS3 Loops only in impaired areas and where regulations permit. For any Non-Impaired DS1 and DS3 Loops, Excess DS1 and DS3 Loops and/or 271 Elements not included on the List or a Subsequent List, orders for disconnection or conversion shall be placed by NuVox (or by AT&T, if NuVox fails to place such orders within thirty (30) days of being notified by AT&T of any additional Non-Impaired DS1 and DS3 Loops). True-ups for such circuits shall be limited to those circuits installed after the Execution Date. Such circuits will be subject to the true-up periods and amounts specified in Sections C.1, C.2 and C.3, subject to the completion and potential true-up forfeiture provisions set forth in Section C.4.
- E¹⁵ Non-Recurring Charges. Notwithstanding any other provision of this Agreement, for Non-Impaired DS1 and DS3 Loops converted to special access, AT&T will be entitled to a Commission-approved switch-as-is conversion charge (no UNE disconnect or other non-recurring charges of any kind shall apply).
- F¹⁶ Application of Special Access Rates
- F.1¹⁷ Disconnected Circuits. Except as expressly provided for in the true-up provisions set forth in this Section, special access rates shall not apply to any circuit disconnected pursuant to this Section.
- F.2¹⁸ Converted Circuits. Except as expressly provided for in the true-up provisions set forth in this Section, special access rates shall not apply to any circuit converted to special access pursuant to this Section prior to the date upon which the conversion is completed.

¹⁴ This Section shall become Section 1.9 in Alabama, 2.2.8 in Florida, 2.2.4.12 in Georgia, 2.2.9 in Kentucky, 1.9 in Louisiana, 2.2.9 in Mississippi, 2.2.9 in North Carolina, 2.2.9 in South Carolina, and 2.2.9 in Tennessee.

¹⁵ This Section shall become Section 1.10 in Alabama, 2.2.9 in Florida, 2.2.4.13 in Georgia, 2.2.10 in Kentucky, 1.10 in Louisiana, 2.2.10 in Mississippi, 2.2.10 in North Carolina, 2.2.10 in South Carolina, and 2.2.10 in Tennessee.

¹⁶ This Section shall become Section 1.11 in Alabama, 2.2.10 in Florida, 2.2.4.14 in Georgia, 2.2.11 in Kentucky, 1.11 in Louisiana, 2.2.11 in Mississippi, 2.2.11 in North Carolina, 2.2.11 in South Carolina, and 2.2.11 in Tennessee.

¹⁷ This Section shall become Section 1.11.1 in Alabama, 2.2.10.1 in Florida, 2.2.4.14.1 in Georgia, 2.2.11.1 in Kentucky, 1.11.1 in Louisiana, 2.2.11.1 in Mississippi, 2.2.11.1 in North Carolina, 2.2.11.1 in South Carolina, and 2.2.11.1 in Tennessee.

¹⁸ This Section shall become Section 1.11.2 in Alabama, 2.2.10.2 in Florida, 2.2.4.14.2 in Georgia, 2.2.11.2 in Kentucky, 1.11.2 in Louisiana, 2.2.11.2 in Mississippi, 2.2.11.2 in North Carolina, 2.2.11.2 in South Carolina, and 2.2.11.2 in Tennessee.

- F.3¹⁹ Inclusion of Converted Circuits in Special Access Discount Plans. For any circuits converted to AT&T special access pursuant to this Section, NuVox shall be entitled to designate such circuits for inclusion in an ACP or any other available discount plan by amending the ACP or any other available discount plan pursuant to the terms thereof. No non-recurring charges shall apply in connection with the inclusion of the circuits in the ACP or any other available discount plan.
- G.²⁰ Disconnection or Conversion of Non-Impaired DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
- G.1²¹ Identification of Non-Impaired DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport
- G.2²² The List. Within thirty (30) days of the Effective Date, AT&T will provide the List to NuVox with all active Non-Impaired DS1 and DS3 Dedicated Transport, Excess DS1 and DS3 Dedicated Transport in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, and 271 Elements in Georgia remaining in service as of the Effective Date. Notwithstanding the foregoing sentence, such List shall not contain more than (a) 250 DS1 Dedicated Transport (including EELs or EEL components, and Entrance Facilities), (b) 20 DS3 Dedicated Transport (including EELs or EEL components, and Entrance Facilities), (c) 250 DS1 271 Dedicated Transport (including EELs or EEL components, and Entrance Facilities), and (d) 20 DS3 271 Dedicated Transport (including EELs or EEL components, and Entrance Facilities).²³

¹⁹ This Section shall become Section 1.11.3 in Alabama, 2.2.10.3 in Florida, 2.2.4.14.3 in Georgia, 2.2.11.3 in Kentucky, 1.11.3 in Louisiana, 2.2.11.3 in Mississippi, 2.2.11.3 in North Carolina, 2.2.11.3 in South Carolina, and 2.2.11.3 in Tennessee.

²⁰ This Section shall become Section 5.2.7 in Alabama, 6.2.9 in Florida, 6.1.3.9 in Georgia, 6.2.5 in Kentucky, 4.2.7 in Louisiana, 6.2.10 in Mississippi, 6.2.10 in North Carolina, 6.2.9 in South Carolina, and 6.2.9 in Tennessee.

²¹ This Section shall become Section 5.2.7.1 in Alabama, 6.2.9.1 in Florida, 6.1.3.9.1 in Georgia, 6.2.5.1 in Kentucky, 4.2.7.1 in Louisiana, 6.2.10.1 in Mississippi, 6.2.10.1 in North Carolina, 6.2.9.1 in South Carolina, and 6.2.9.1 in Tennessee.

²² This Section shall become Section 5.2.7.2 in Alabama, 6.2.9.2 in Florida, 6.1.3.9.2 in Georgia, 6.2.5.2 in Kentucky, 4.2.7.2 in Louisiana, 6.2.10.2 in Mississippi, 6.2.10.2 in North Carolina, 6.2.9.2 in South Carolina, and 6.2.9.2 in Tennessee.

²³ The List is a single list that shall include: (a) no more than 250 DS1-level circuits, regardless of whether they are UNE loops (including EEL components) or UNE dedicated transport (including EEL components); (b) no more than 20 DS3-level circuits, regardless of whether they are UNE loops (including EEL components) or UNE dedicated transport (including EEL components); (c) no more than 250 271 DS1-level circuits, regardless of whether they are 271 loops (including EEL components) or 271 dedicated transport (including EEL components); and (d) no more than 20 271 DS3-level circuits, regardless of whether they are 271 loops (including EEL components) or 271 dedicated transport (including EEL components).

- G.3²⁴ Subsequent Lists. In the event that AT&T identifies within six (6) months after the Execution Date any additional Non-Impaired DS1 and DS3 Dedicated Transport, Excess DS1 and DS3 Dedicated Transport and/or 271 Elements not included on the List, AT&T shall provide to NuVox a subsequent list identifying such circuit(s) ("Subsequent List"), provided that the number of circuits on such Subsequent List(s) shall not individually or in the aggregate (including circuits identified on the List) exceed the circuit-type quantity limitations set forth in Section G.2.
- H²⁵ Disconnect or Conversion Orders
- H.1²⁶ NuVox Orders. NuVox will submit orders (using AT&T worksheet format) to disconnect or convert all circuits properly included on the List or a Subsequent List to another AT&T wholesale service within thirty (30) days of receipt of the List or Subsequent List.
- H.2²⁷ AT&T Orders. Should NuVox fail to submit conversion or disconnect orders within the thirty (30) days for a circuit properly included on the List or a Subsequent List, AT&T shall be entitled to convert such circuit to special access without an order from NuVox.
- I²⁸ True-Ups
- I.1²⁹ Standard True-Up Period (for NuVox Orders). Notwithstanding any other provision of this Agreement, for circuits properly included on the List or a Subsequent List and converted or disconnected pursuant to Section H.1, AT&T is entitled to a true-up for the period between the date six (6) months prior to the date of AT&T's furnishing of the List or Subsequent List, as applicable, to NuVox, or the circuit installation date, whichever date is later, and the date of NuVox's

²⁴ This Section shall become Section 5.2.7.3 in Alabama, 6.2.9.3 in Florida, 6.1.3.9.3 in Georgia, 6.2.5.3 in Kentucky, 4.2.7.3 in Louisiana, 6.2.10.3 in Mississippi, 6.2.10.3 in North Carolina, 6.2.9.3 in South Carolina, and 6.2.9.3 in Tennessee.

²⁵ This Section shall become Section 5.2.8 in Alabama, 6.2.10 in Florida, 6.1.3.10 in Georgia, 6.2.6 in Kentucky, 4.2.8 in Louisiana, 6.2.11 in Mississippi, 6.2.11 in North Carolina, 6.2.10 in South Carolina, and 6.2.10 in Tennessee.

²⁶ This Section shall become Section 5.2.8.1 in Alabama, 6.2.10.1 in Florida, 6.1.3.10.1 in Georgia, 6.2.6.1 in Kentucky, 4.2.8.1 in Louisiana, 6.2.11.1 in Mississippi, 6.2.11.1 in North Carolina, 6.2.10.1 in South Carolina, and 6.2.10.1 in Tennessee.

²⁷ This Section shall become Section 5.2.8.2 in Alabama, 6.2.10.2 in Florida, 6.1.3.10.2 in Georgia, 6.2.6.2 in Kentucky, 4.2.8.2 in Louisiana, 6.2.11.2 in Mississippi, 6.2.11.2 in North Carolina, 6.2.10.2 in South Carolina, and 6.2.10.2 in Tennessee.

²⁸ This Section shall become Section 5.2.9 in Alabama, 6.2.11 in Florida, 6.1.3.11 in Georgia, 6.2.7 in Kentucky, 4.2.9 in Louisiana, 6.2.12 in Mississippi, 6.2.12 in North Carolina, 6.2.11 in South Carolina, and 6.2.11 in Tennessee.

²⁹ This Section shall become Section 5.2.9.1 in Alabama, 6.2.11.1 in Florida, 6.1.3.11.1 in Georgia, 6.2.7.1 in Kentucky, 4.2.9.1 in Louisiana, 6.2.12.1 in Mississippi, 6.2.12.1 in North Carolina, 6.2.11.1 in South Carolina, and 6.2.11.1 in Tennessee.

submission to AT&T of a disconnect or conversion order ("Standard True-Up Period").

- I.2³⁰ Alternative True-Up Period (for AT&T Orders). Notwithstanding any other provision of this Settlement Agreement, for circuits properly included on the List, or a Subsequent List and converted pursuant to Section H.2, AT&T is entitled to a true-up for the period between the date six months prior to the date of AT&T's furnishing of the List or Subsequent List as applicable, to NuVox, or the circuit installation date, whichever date is later, and the date of conversion ("Alternative True-Up Period").
- I.3³¹ True-Up Amounts. The amount of the true-up for each circuit shall be the difference between each applicable state commission approved DS1 or DS3 Dedicated Transport rate and the FCC month-to-month special access rate in the States of Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee for the True-Up Period. In Georgia, the amount of the true-up shall be limited to the difference between each applicable state commission approved 271 Element rate and the FCC month-to-month special access rate unless the circuit during the true-up period was billed as TELRIC then the True-Up amount will be the difference between TELRIC and FCC month-to-month special access.
- I.4³² Standard Completion and Potential True-Up Forfeiture (for NuVox Orders). AT&T shall complete all disconnects and conversions ordered pursuant to Section H.1 within ninety (90) days of the date of NuVox's order. Should AT&T fail to complete all disconnects and conversions within such time and issue complete invoices for the true-up amounts specified in this Section to NuVox within two (2) billing periods after the date of completion of a disconnection or conversion, it shall forfeit and not be entitled to any true-up for such circuit(s).
- J³³ Additional Non-Impaired DS1 and DS3 Dedicated Transport. It is expected by all Parties that NuVox will comply with the FCC rules for ordering DS1 and DS3 Dedicated Transport only in impaired areas and where regulations permit. For any Non-Impaired DS1 and DS3 Dedicated Transport, Embedded Entrance Facilities, Excess DS1 and DS3 Dedicated Transport and/or 271 Elements not

³⁰ This Section shall become Section 5.2.9.2 in Alabama, 6.2.11.2 in Florida, 6.1.3.11.2 in Georgia, 6.2.7.2 in Kentucky, 4.2.9.2 in Louisiana, 6.2.12.2 in Mississippi, 6.2.12.2 in North Carolina, 6.2.11.2 in South Carolina, and 6.2.11.2 in Tennessee.

³¹ This Section shall become Section 5.2.9.3 in Alabama, 6.2.11.3 in Florida, 6.1.3.11.3 in Georgia, 6.2.7.3 in Kentucky, 4.2.9.3 in Louisiana, 6.2.12.3 in Mississippi, 6.2.12.3 in North Carolina, 6.2.11.3 in South Carolina, and 6.2.11.3 in Tennessee.

³² This Section shall become Section 5.2.9.4 in Alabama, 6.2.11.4 in Florida, 6.1.3.11.4 in Georgia, 6.2.7.4 in Kentucky, 4.2.9.4 in Louisiana, 6.2.12.4 in Mississippi, 6.2.12.4 in North Carolina, 6.2.11.4 in South Carolina, and 6.2.11.4 in Tennessee.

³³ This Section shall become Section 5.2.10 in Alabama, 6.2.12 in Florida, 6.1.3.12 in Georgia, 6.2.8 in Kentucky, 4.2.10 in Louisiana, 6.2.13 in Mississippi, 6.2.13 in North Carolina, 6.2.12 in South Carolina, and 6.2.12 in Tennessee.

included on the List or a Subsequent List, orders for disconnection or conversion shall be placed by NuVox (or by AT&T, if NuVox fails to place such orders within thirty (30) days of being notified by AT&T of any additional Non-Impaired DS1 and DS3 Dedicated Transport). True-ups for such circuits shall be limited to those circuits installed after the Execution Date. Such circuits will be subject to the true-up periods and amounts specified in Sections I.1, I.2, and I.3, subject to the completion and potential true-up forfeiture provisions set forth in Section.

- K³⁴ Non-Recurring Charges. Notwithstanding any other provision of this Agreement, for Non-Impaired DS1 and DS3 Loops converted to special access, AT&T will be entitled to a Commission-approved switch-as-is conversion charge (no UNE disconnect or other non-recurring charges of any kind shall apply).
- L³⁵ Application of Special Access Rates
- L.1³⁶ Disconnected Circuits. Except as expressly provided for in the true-up provisions set forth in this Section, special access rates shall not apply to any circuit disconnected pursuant to this Section.
- L.2³⁷ Converted Circuits. Except as expressly provided for in the true-up provisions set forth in this Section, special access rates shall not apply to any circuit converted to special access pursuant to this Section prior to the date upon which the conversion is completed.
- L.3³⁸ Inclusion of Converted Circuits in Special Access Discount Plans. For any circuits converted to AT&T special access pursuant to this Section, NuVox shall be entitled to designate such circuits for inclusion in an ACP or any other available discount plan by amending the ACP or any other available discount plan pursuant to the terms thereof. No non-recurring charges shall apply in connection with the inclusion of the circuits in the ACP or any other available discount plan.

³⁴ This Section shall become Section 5.2.11 in Alabama, 6.2.13 in Florida, 6.1.3.13 in Georgia, 6.2.9 in Kentucky, 4.2.11 in Louisiana, 6.2.14 in Mississippi, 6.2.14 in North Carolina, 6.2.13 in South Carolina, and 6.2.13 in Tennessee.

³⁵ This Section shall become Section 5.2.12 in Alabama, 6.2.14 in Florida, 6.1.3.14 in Georgia, 6.2.10 in Kentucky, 4.2.12 in Louisiana, 6.2.15 in Mississippi, 6.2.15 in North Carolina, 6.2.14 in South Carolina, and 6.2.14 in Tennessee.

³⁶ This Section shall become Section 5.2.12.1 in Alabama, 6.2.14.1 in Florida, 6.1.3.14.1 in Georgia, 6.2.10.1 in Kentucky, 4.2.12.1 in Louisiana, 6.2.15.1 in Mississippi, 6.2.15.1 in North Carolina, 6.2.14.1 in South Carolina, and 6.2.14.1 in Tennessee.

³⁷ This Section shall become Section 5.2.12.2 in Alabama, 6.2.14.2 in Florida, 6.1.3.14.2 in Georgia, 6.2.10.2 in Kentucky, 4.2.12.2 in Louisiana, 6.2.15.2 in Mississippi, 6.2.15.2 in North Carolina, 6.2.14.2 in South Carolina, and 6.2.14.2 in Tennessee.

³⁸ This Section shall become Section 5.2.12.3 in Alabama, 6.2.14.2 in Florida, 6.1.3.14.3 in Georgia, 6.2.10.3 in Kentucky, 4.2.12.3 in Louisiana, 6.2.15.3 in Mississippi, 6.2.15.3 in North Carolina, 6.2.14.3 in South Carolina, and 6.2.14.3 in Tennessee.

5. All of the other provisions of the Agreements shall remain in full force and effect. By signing this Amendment, neither Party waives any rights it may have under the Agreement, and each Party expressly reserves its rights to argue any position it may deem reasonable pursuant to the Agreements as amended hereby. 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.

NuVox Communications, Inc. d/b/a NuVox

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 AT&T Operations, Inc., its
authorized agent

By: 

Name: Riley M. Murphy

Title: General Counsel

Date: 1/26/10

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

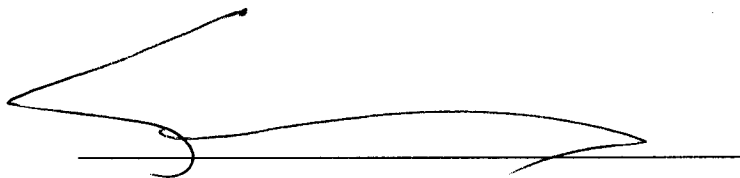
Date: 2-3-10

CERTIFICATE OF SERVICE

I hereby certify that on February 4, 2010, a copy of the foregoing document was served on the following, via the method indicated:

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

Susan Berlin
VP/Senior Regulatory Counsel
NuVox Communications, Inc.
Two North Main Street
Greenville, SC 29601
sberlin@nuvox.com

A handwritten signature in black ink, appearing to be 'Susan Berlin', is written over a horizontal line. The signature is stylized with a large loop and a long horizontal stroke.