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March 10, 2010

VIA HAND DELIVERY

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

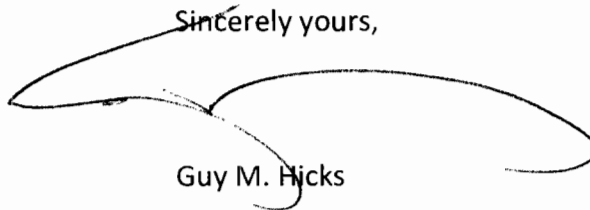
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and DeltaCom, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 10-00035

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, DeltaCom, Inc. and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee are hereby submitting to the Tennessee Regulatory Authority the attached Petition for Approval of the Amendment to the Interconnection Agreement dated October 14, 2004. The Amendment incorporates BCS and USOC for the Dedicated Tandem Trunk Port Services set forth in Exhibit 1 to the Amendment and clarifies Reservation of Rights language.

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 Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. dba AT&T Tennessee and DeltaCom, 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.
DBA AT&T TENNESSEE AND DELTACOM, INC.**

COME NOW, DeltaCom, Inc. ("DeltaCom") and BellSouth Telecommunications, Inc., dba AT&T Tennessee ("AT&T"), and file this request for approval of the Amendment to the Interconnection Agreement dated August 15, 2004 (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, DeltaCom and AT&T state the following:

1. DeltaCom and AT&T have 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 DeltaCom. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 11, 2004.
2. The parties have recently negotiated an Amendment to the Agreement which incorporates BCS and USOC for the Dedicated Tandem Trunk Port Services set forth in Exhibit 1 to the Amendment and clarifies Reservation of Rights language. 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, DeltaCom 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 DeltaCom 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. DeltaCom 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.

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

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
DBA AT&T TENNESSEE

By: _____

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
DELTACOM, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T Tennessee") and DeltaCom, Inc. ("CLEC"). AT&T Tennessee and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Tennessee and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated August 15, 2004 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties hereby agree to incorporate into the Agreement the BCS and USOC for the Dedicated Tandem Trunk Port Services set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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. Further, neither Party waives, and each Party expressly reserves, any rights under the Agreement to bring and to continue any and all claims, actions or other disputes in connection with, and to recover any amounts due for overpayment with respect to, nonrecurring and recurring charges by the other associated with local interconnection trunks and facilities for the exchange of traffic other than Transit Traffic arising prior to the aforementioned Effective Date.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following the date of the last signature ("Effective Date").

DeltaCom, Inc.

By: 

Name: Jerry Watts

Title: Vice President

Date: December 1, 2009

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

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 12-4-09

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
Tennessee	7727	7727	4622

ACNA DLT

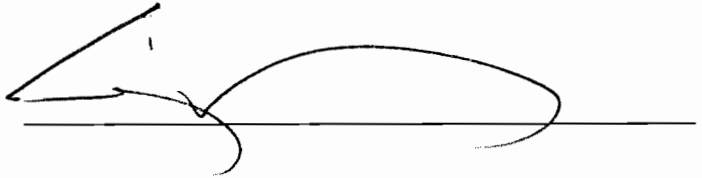
UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: B				
						Rec	Nonrecurring				Nonrecurring Disconnect First Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							First	Add'l							
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
TRUNK CHARGE															
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW/P	0.00									

CERTIFICATE OF SERVICE

I hereby certify that on March 10, 2010, a copy of the foregoing document was served on the following, via the method indicated:

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

Ms. Jean Houck
Regulatory Affairs
DeltaCom, Inc.
7037 Old Madison Pike
Huntsville, AL 35806
Jean.houck@deltacom.com

A handwritten signature in black ink, appearing to be "Jean Houck", is written over a horizontal line.