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April 15, 2010

VIA HAND DELIVERY

filed electronically in docket office on 04/15/10

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 Nexus Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 10-00062

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 Nexus Communications, Inc.* The Amendment extends the termination date of the Agreement.

Consistent with previous notification to the Authority, Nexus does not do business in Tennessee as TSI, and the parties are requesting approval of the amendment only as it relates to Nexus Communications, Inc.

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 Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. dba AT&T Tennessee and Nexus 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.
DBA AT&T TENNESSEE AND NEXUS COMMUNICATIONS, INC.**

COME NOW, Nexus Communications, Inc. ("Nexus") and BellSouth Telecommunications, Inc., dba AT&T Tennessee ("AT&T"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 9, 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, Nexus and AT&T state the following:

1. Nexus 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 Nexus. The Interconnection Agreement is pending before the Tennessee Regulatory Authority ("TRA") in Docket No. 10-00022.

2. The parties have recently negotiated an Amendment to the Agreement which extends the termination date of the Agreement. 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, Nexus 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 Nexus 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. Nexus 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.

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

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
DBA AT&T TENNESSEE

A handwritten signature in black ink, appearing to read 'Guy M. Hicks', is written over a horizontal line.

By: _____
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(615) 214-6301
Attorney for AT&T

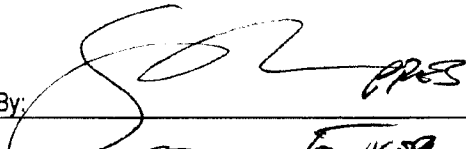
**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE
AND
NEXUS COMMUNICATIONS, INC D/B/A TSI**

The Interconnection Agreement dated June 9, 2004 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 Nexus Communications, Inc d/b/a TSI ("Nexus Communications, Inc") ("Agreement") effective in the states of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee is hereby amended as follows:

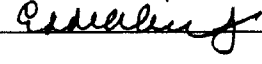
1. The Parties agree that AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything 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 January 14, 2008 until January 14, 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 Nexus Communications, Inc, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. The Agreement is also amended as follows to reflect prior changes of law, and Nexus Communications, Inc 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 Commissions and shall become effective on the date of the last signature executing the Amendment.

AMENDMENT TO EXTEND TERM DATE/AT&T-9STATE
SIGNATURE PAGE
NEXUS COMMUNICATIONS, INC
VERSION - 09/24/08

Nexus Communications, Inc d/b/a TSI

By: 
Name: STEVEN FENKER
(Print or Type)
Title: PRESIDENT
(Print or Type)
Date: 7/3/09

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, 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: Eddie A. Reed, Jr.
Title: Director - Interconnection Agreements
Date: 9-9-09

CERTIFICATE OF SERVICE

I hereby certify that on April 15, 2010, a copy of the foregoing document was served on the following, via the method indicated:

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

Steven Fenker
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