Guy M. Hicks
General Attorney - TN

AT&T Tennessee
333 Commerce Street
Suite 2101
Nashville, TN 37201-1800

T: 615.214.6301
F: 615-214-7406
gh1402@att.com

September 9, 2010

VIA HAND DELIVERY

Hon. Mary Freeman, 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 LoadPoint, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 10-00186

Dear Chairman Freeman:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and LoadPoint, LLC*

The Amendment brings the Agreement into compliance with the Authority's Order issued November 28,2007 in Docket No.04-00381 *Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law.*

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,

Guy M. Hicks

831835

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 Load Point, LLC 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 BELLSOUTH TELECOMMUNICATIONS, INC. DBA AT&T TENNESSEE AND LOADPOINT, LLC

COME NOW, LoadPoint, LLC ("LoadPoint") and BellSouth Telecommunications, Inc., dba AT&T Tennessee ("AT&T"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, LoadPoint and AT&T state the following:

1. Attached is a copy of an Amendment to the Agreement which brings the Agreement into compliance with the Authority's Order issued November 28, 2007 in Docket No. 04-00381 *Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law.*

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, LoadPoint and AT&T are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and LoadPoint 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.

4. LoadPoint and AT&T aver that the Agreement is consistent with the standards for approval.

5. 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.

LoadPoint 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:_____

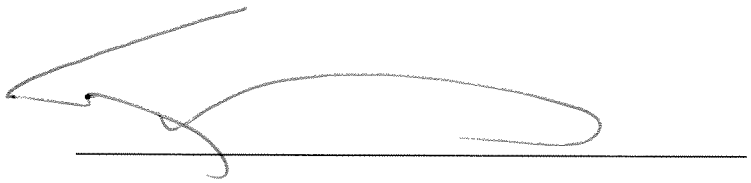
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for AT&T

CERTIFICATE OF SERVICE

I hereby certify that on September 9, 2010, a copy of the foregoing document was served on the following, via the method indicated:

[ ] Hand
[ ] Mail
[ ] Facsimile
[ ] Overnight
[ ] Electronic

Robert England, CFO
Nexus/LoadPoint
1661 Murfreesboro Rd #A
Nashville, TN 37217-2917
rengland@nxs.net
shaley@nxs.net
clientcare@nxs.net



Amendment to the Agreement Between LoadPoint, LLC and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee Dated March 26, 2002

Pursuant to this Amendment (the "Amendment"), LoadPoint, LLC (LoadPoint), and BellSouth Telecommunications, Inc. 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 March 26, 2002("Agreement").

WITNESSETH:

WHEREAS, AT&T and LoadPoint entered into the Agreement on March 26, 2002, and ;

WHEREAS, on November 28, 2007, the Tennessee Regulatory Authority ("Authority") issued its Order in Docket No. 04-00381 ("Change of Law") Proceeding to Consider Amendments to Interconnection Agreements Resulting from Changes of Law; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Authority's Change of Law Order ("Order"); and

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

1. AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2. The Parties agree that Attachment 2 of the Agreement should be amended by the addition of the terms and conditions set forth in the Tennessee Change of Law Amendment Exhibit A attached hereto, and such contract provisions shall apply to services provided in the State of Tennessee only.

3. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

5. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

6. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 2 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

7. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

8. This Amendment shall be shall be deemed effective on March 11, 2006 ("Effective Date").

9. Reservation of Rights. 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.

Issue 2 – What is the appropriate manner in which to transition to post-TRRO arrangements?

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for LoadPoint as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those LoadPoint DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 LoadPoint may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which such Loops are still subject to unbundling requirements.

1.3.2 LoadPoint may obtain a maximum of one (1) Unbundled DS3 Loop to any single building in which such Loops are still subject to unbundling requirements.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 8, AT&T Tennessee shall make available the following DS1 and DS3 Loops only for LoadPoint's Embedded Base during the Transition Period:

1.4.1 Unbundled DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.

1.4.2 Unbundled DS3 Loops at any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.

1.5 A list of wire centers meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Accessible Letter CLECSE08-008 which is available on the AT&T Wholesale Web site.

1.6 Transition Period Pricing. From March 11, 2005, through the expiration of the Transition Period, AT&T Tennessee shall charge/collect a rate for LoadPoint's Embedded Base and LoadPoint's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) LoadPoint's Embedded Base and (2) LoadPoint's Excess DS1 and DS3 Loops. LoadPoint shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.1 above, no future DS1 Loop unbundling will be required in that wire center.

1.9 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.2 above, no future DS3 Loop unbundling will be required in that wire center.

1.10 Within 30 days of executing this amendment, LoadPoint shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other AT&T Tennessee services. AT&T Tennessee will return a spreadsheet to LoadPoint including finalized UNEs subject to conversion or disconnection no later than 30 days from receipt of LoadPoint's initial spreadsheet. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops and AT&T Tennessee will charge the switch as is rate for conversion to the equivalent tariff services.

1.11 If LoadPoint failed to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before the time period identified in Section 1.10, AT&T Tennessee will identify LoadPoint's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent wholesale services provided by AT&T Tennessee. Those circuits identified and transitioned by AT&T Tennessee pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.

1.12 For Embedded Base circuits and Excess DS1 and DS3 Loops converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to LoadPoint's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. AT&T Tennessee will not provide line terminating elements, regeneration or other electronics necessary for LoadPoint to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for LoadPoint as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, AT&T Tennessee shall make available for the Embedded Base Dark Fiber Loops for LoadPoint at the terms and conditions set forth in this Amendment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T Tennessee shall charge a rate for LoadPoint's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to LoadPoint's Embedded Base and LoadPoint shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops shall no longer be made available pursuant to this Agreement.

2.2.6 LoadPoint shall submit spreadsheets to AT&T Tennessee within 30 days of executing this amendment, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other AT&T Tennessee services. AT&T Tennessee will return a spreadsheet to LoadPointincluding finalized UNEs subject to conversion or disconnection no later than 30 days from receipt of LoadPoint's initial spreadsheet. LoadPoint may transition from Dark Fiber Loops to other available wholesale facilities provided by AT&T Tennessee, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 14, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops and AT&T Tennessee will charge the switch as is rate for conversion to the equivalent tariff services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

2.2.6.1 If LoadPoint fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base within 30 days of executing this amendment, AT&T Tennessee will identify LoadPoint's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T Tennessee service(s). Those circuits identified and transitioned by AT&T Tennessee pursuant to this Section 2.2.6.1 shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.

2.2.6.2 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to LoadPoint's customers' service.

3. Local Switching

3.1 Local Switching is not available pursuant to this Agreement

4. Dedicated Transport and Dark Fiber Transport

4.1 Dedicated Transport. Dedicated Transport is defined as AT&T Tennessee's transmission facilities between wire centers or switches owned by AT&T Tennessee, or between wire centers or switches owned by AT&T Tennessee and switches owned by LoadPoint, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to LoadPoint. AT&T Tennessee shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 4.2 below, AT&T Tennessee shall not be required to provide to LoadPoint unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by AT&T Tennessee ("Entrance Facilities").

4.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

4.2.1 For purposes of this Section 4.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.2.2 For purposes of this Section 4.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for LoadPoint as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 4.2.6.1 or 4.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.2.3 For purposes of this Section 4.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for LoadPoint as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

4.2.4 For purposes of this Section 4.2, Excess DS1 and DS3 Dedicated Transport mean those LoadPoint DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 4.2.6.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

4.2.5 For purposes of this Section 4.2, a Business Line is as defined in 47 C.F.R. §51.5.

4.2.6 Notwithstanding anything to the contrary in this Agreement, AT&T Tennessee shall make available the following Dedicated Transport as described in this Section 4.2 only for LoadPoint's Embedded Base and Excess Dedicated Transport during the Transition Period:

4.2.6.1 DS1 Transport where both wire centers at the end points of the route contain at least four (4) fiber-based collocators or at least 38,000 Business access lines.

4.2.6.2 DS3 Transport where both wire centers at the end points of the route contain at least three (3) fiber-based collocators or at least 24,000 Business access lines.

4.2.6.3 LoadPoint may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

4.2.7 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Sections 4.2.6.1 and 4.2.6.2 above is set forth in Accessible Letter CLECSE08-008, which is available on AT&T's Wholesale Web site.

4.2.8 Notwithstanding anything to the contrary in this Agreement, AT&T Tennessee shall make available Entrance Facilities only for LoadPoint's Embedded Base Entrance Facilities and only during the Transition Period.

4.2.9 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T Tennessee shall charge/collect a rate for LoadPoint's Embedded Base of DS1 and DS3 Dedicated Transport and for LoadPoint's Excess DS1 and DS3 Dedicated Transport, as described in this Section 4.2, equal to the higher of:

4.2.9.1 115% of the rate paid for that element on June 15, 2004; or

4.2.9.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

4.2.9.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.9.

4.2.9.4 From March 11, 2005, through the completion of the Transition Period, AT&T Tennessee shall charge/collect a rate for LoadPoint's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.9.

4.2.10 The Transition Period shall apply only to (1) LoadPoint's Embedded Base and Embedded Base Entrance Facilities; and (2) LoadPoint's Excess DS1 and DS3 Dedicated Transport. LoadPoint shall not add new Entrance Facilities pursuant to this Agreement. Further, LoadPoint shall not add new DS1 or DS3 Dedicated Transport as described in this Section 4.2 pursuant to this Agreement.

4.2.11 Once a wire center exceeds either of the thresholds set forth in Section 4.2.6.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.

4.2.12 Once a wire center exceeds either of the thresholds set forth in Section 4.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.

4.2.13 Within 30 days of executing this amendment, LoadPoint shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other AT&T Tennessee services pursuant to Section 14 below. AT&T Tennessee will return a spreadsheet to LoadPoint including finalized UNEs subject to conversion or disconnection no later than 30 days from receipt of LoadPoint's initial spreadsheet. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport and AT&T Tennessee will charge the switch as is rate for conversion to the equivalent tariff services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

4.2.14 If LoadPoint failed to submit the spreadsheet(s) identifying its Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before the time period identified in Section 4.2.13, AT&T Tennessee will identify LoadPoint's remaining Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed AT&T Tennessee service(s). Those circuits identified and transitioned by AT&T Tennessee pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.

4.2.15 For Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to LoadPoint's customers' service.

4.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of inactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 4.3.1 below, AT&T Tennessee shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

4.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

4.3.2 For purposes of this Section 4.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

4.3.3 For purposes of this Section 4.3, Embedded Base means Dark Fiber Transport that was in service for LoadPoint as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 4.3.5 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.3.4 Notwithstanding anything to the contrary in this Agreement, AT&T Tennessee shall make available the following Dark Fiber Transport as described in this Section 4.3 only for LoadPoint's Embedded Base during the Transition Period:

4.3.5 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

4.3.6 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Section 4.3.5 above is set forth in Accessible Letter CLECSE08-008, which is available on AT&T's Wholesale Web site.

4.3.7 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T Tennessee shall charge/collect a rate for LoadPoint's Embedded Base of Dark Fiber and Embedded Base Dark Fiber Transport Entrance Facilities equal to the higher of:

4.3.7.1 115% of the rate paid for that element on June 15, 2004; or

4.3.7.2 115% of a new rate the Commission establishes, it any, between June 16, 2004 and March 11, 2005.

4.3.7.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.3.7.

4.3.8 The Transition Period shall apply only to LoadPoint's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. LoadPoint shall not add new Dark Fiber Transport as described in this Section 4.3. LoadPoint shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

4.3.9 Once a wire center exceeds either of the thresholds set forth in Section 4.3.5 above, no future Dark Fiber Transport unbundling will be required in that wire center.

4.3.10 Within 30 days of executing this amendment, LoadPoint shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other AT&T Tennessee services as Conversions. AT&T Tennessee will return a spreadsheet to LoadPoint including finalized UNEs subject to conversion or disconnection no later than 30 days from receipt of LoadPoint's initial spreadsheet. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, and AT&T Tennessee will charge the switch as is rate for conversion to the equivalent tariff services.

4.3.11 If LoadPoint fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before the time period identified in Section 4.3.10, AT&T Tennessee will identify LoadPoint's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed AT&T Tennessee service(s). Those circuits identified and transitioned by AT&T Tennessee pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.

4.3.12 For Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006.

5. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, LoadPoint shall undertake a reasonably diligent inquiry to determine whether LoadPoint is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, LoadPoint self-certifies that to the best of LoadPoint's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in wire centers set forth on the AT&T Master List of Unimpaired Wire Centers, AT&T Tennessee shall process the request in reliance upon LoadPoint's self-certification. To the extent AT&T Tennessee believes that such request does not comply with the terms of this Agreement, AT&T Tennessee shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T Tennessee's favor, AT&T Tennessee shall bill LoadPoint the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the

equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T Tennessee's favor, LoadPoint shall submit an LSR(s) or spreadsheet(s) identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

5.1 In the event that (1) AT&T Tennessee designates a wire center as non-impaired, (2) LoadPoint converts existing UNEs to other services or orders new services as services other than UNEs, (3) LoadPoint otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) AT&T Tennessee acknowledges, or a state or federal agency regulatory body with authority determines that, at the time AT&T Tennessee designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of LoadPoint, AT&T Tennessee shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, AT&T Tennessee shall refund LoadPoint the difference between the rate paid by LoadPoint for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

6. AT&T Tennessee will not accept UNE orders for de-listed high capacity Loops or Dedicated Transport elements, as applicable, in the wire centers set forth on the Initial Unimpaired Wire Center List.

Issue 4 – What is the appropriate language to implement AT&T Tennessee's obligation to provide Section 251 unbundled access to high-capacity loops and dedicated transport and how should the following terms be defined? (i) Business Line; (ii) Fiber-Based Collocator; (iii) Building (iv) Route; (v) Is a CLEC entitled to obtain DS3 transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers? (vi) Is a CLEC entitled to obtain dark fiber transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers?

7. (i) Business Line

7.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5.

7.2 (ii) Fiber-Based Collocation

7.2.1 For purposes of this Amendment, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5.

7.3 (iii) Building

7.3.1 A building shall be defined on a case-by case basis using the standard of a "reasonable person in the telecommunications industry."

7.4 (iv) Route

7.4.1 For purposes of this Amendment, a "Route" is, as defined in 47 C.F.R. § 51.5 and §51.319 (e).

Issue 5 – a) Does the Commission have the authority to determine whether or not AT&T Tennessee's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate?

b) What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment criteria for high-capacity loops and transport?
c) What language should be included in agreements to reflect the procedures identified in (b)?

8. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

8.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Unimpaired Criteria in the Future

8.2 In the event AT&T Tennessee identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 4.2.6.1 (DS1 transport) and 4.2.6.2 (DS3 transport) but that were not included in the Initial unimpaired Wire Center List AT&T Tennessee shall include such additional wire centers in an Accessible Letter (AL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

8.3 Designation by AT&T Tennessee of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.

b. The number of switched business lines served by AT&T Tennessee in that wire center based upon data as reported in ARMIS 43-08 for the previous year.

c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.

d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.

e. The names of any carriers relied upon as fiber-based collocators.

8.4 LoadPoint shall have thirty (30) days to dispute the additional wire centers listed on AT&T Tennessee's AL AT&T Tennessee and LoadPoint agree to resolve disputes concerning AT&T Tennessee's additional wire center designations in dispute resolution proceedings before the Commission.

8.4.1 Absent any such dispute being filed, effective thirty (30) business days after the date of an AT&T Tennessee AL providing a Subsequent Wire Center List, AT&T Tennessee shall not be required to unbundle DS1 and/or DS3 Loops or DS1 and/or DS3 Transport, as applicable, in such additional wire center(s).

8.5 AT&T Tennessee shall make available DS1 and DS3 Loops and Transport that were in service for LoadPoint in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T Tennessee's AL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T Tennessee's AL identifying the Subsequent Wire Center List (Subsequent Transition Period.

8.6 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

8.7 The rates that shall apply to the Subsequent Embedded Base during the Subsequent Transition Period shall be as set forth in Sections 1.6 (DS1 and DS3 loops), 4.2.9 (DS1 and DS3 Transport).

8.8 No later than one hundred eighty (180) days from AT&T Tennessee's AL identifying the Subsequent Wire Center List, LoadPoint shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. Those circuits identified and converted to other AT&T Tennessee services shall be subject to the applicable switch-as-is rates.

8.9 If LoadPoint fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within one hundred eighty (180) days after the date of AT&T Tennessee's AL identifying the Subsequent Wire Center List, AT&T Tennessee will identify LoadPoint's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T Tennessee shall be subject to the applicable switch-as-is rates set forth in Exhibit A.

8.10 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

Issue 6 – Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?

9. 2-wire or 4-wire HDSL-Compatible Loop

This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

10. 4-wire Unbundled DS1 Digital Loop

This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

Issue 8 – (a) Does the Commission have the authority to require BellSouth to include in its ICAs entered into pursuant to Section 252, network elements either under state law or pursuant to Section 271 or any other federal law other than Section 251? (b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such element? (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions of such elements?

11. This Attachment 2 Exhibit A sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T Tennessee

offers to LoadPoint for LoadPoint's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act.

Issue 10 – Transition of De-listed Network Elements to which No Specified Transition Period Applies. What rates terms and conditions should govern the transition of existing network elements that AT&T Tennessee is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period, and (b) what is the appropriate transition period, and what are the appropriate rates, terms and conditions during such transition period, for unbundled high-capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

12. Except to the extent expressly provided otherwise in this Attachment, LoadPoint may not maintain unbundled network elements or combinations of unbundled network elements that are no longer offered pursuant to this Amendment (collectively "Arrangements"). In the event AT&T Tennessee determines that LoadPoint has in place any Arrangements after the Effective Date of this Amendment, AT&T Tennessee shall provide LoadPoint with thirty (30) days written notice to disconnect or convert such Arrangements. If LoadPoint fails to submit orders to disconnect or convert such Arrangements within the aforementioned timeframes, AT&T Tennessee will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T Tennessee pursuant to this section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

Issue 14 – What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

13. Commingling of Services

13.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that LoadPoint has obtained at wholesale from AT&T Tennessee, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. LoadPoint must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

13.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T Tennessee shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T Tennessee; or 2) shares part of AT&T Tennessee's network with access services or inputs for mobile wireless services and/or interexchange services.

13.3 Notwithstanding any other provision of this Agreement, AT&T Tennessee shall not be obligated to commingle or combine, pursuant to this Agreement, Network Elements, or Combinations with any service, network element or other offering that it is obligated to make available pursuant only to Section 271 of the Act.

13.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A of Attachment 2 and the remainder of the circuit or

service will be billed in accordance with AT&T Tennessee's tariffed rates or rates set forth in a separate agreement between the Parties.

13.5 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

Issue 15 – Is AT&T Tennessee required to provide conversion of special access circuits to UNE pricing, and, if so, what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

14. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

14.1 Upon request, AT&T Tennessee shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to LoadPoint pursuant to this Agreement, or convert a Network Element or Combination that is available to LoadPoint under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T Tennessee (collectively "Conversion"). AT&T Tennessee shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A of Attachment 2. AT&T Tennessee shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following AT&T Tennessee's receipt of a complete and accurate Conversion request from LoadPoint. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between LoadPoint and AT&T Tennessee. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T Tennessee will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages.

14.2 Any outstanding conversions shall be effective on or after the effective date of this Agreement.

Issue 19 - LINE SPLITTING: What is the appropriate ICA language to implement AT&T Tennessee's obligations with regard to line splitting?

15. Line Splitting

15.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. AT&T Tennessee will facilitate Line Splitting over a Loop (UNE-L) purchased by LoadPoint pursuant to this Agreement.

15.2 Line Splitting – UNE-L. In the event LoadPoint provides its own switching or obtains switching from a third party, LoadPoint may engage in line splitting arrangements with another CLEC using a splitter, provided by LoadPoint, in a Collocation Space at the central office where the Loop terminates into a distribution frame or its equivalent.

15.3 Provisioning Line Splitting and Splitter Space – UNE-L

15.3.1 The Data LEC, Voice CLEC, a third party or AT&T Tennessee may provide the splitter. When LoadPoint or its authorized agent owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent. Where AT&T Tennessee owns the splitter, AT&T Tennessee shall provide the splitter functionality upon request and consistent with the FCC's rules, and shall establish the necessary processes in its OSS to facilitate LoadPoint's ability to engage in line splitting arrangements.

15.3.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.

15.4 CLEC Provided Splitter – Line Splitting

15.4.1 To order High Frequency Spectrum on a particular Loop, LoadPoint must have a DSLAM collocated in the central office that serves the End User of such Loop.

15.4.2 CLEC must provide its own splitters in a central office and have installed its DSLAM in that central office.

15.4.3 LoadPoint may purchase, install and maintain central office POTS splitters in its collocation arrangements. LoadPoint may use such splitters for access to its end users and to provide digital line subscriber services to its end users using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

15.4.4 Any splitters installed by LoadPoint in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. LoadPoint may install any splitters that AT&T Tennessee deploys or permits to be deployed for itself or any AT&T Tennessee affiliate.

15.5 Maintenance – Line Splitting – UNE-L

15.5.1 AT&T Tennessee will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

15.5.2 AT&T Tennessee must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

15.6 Indemnification

15.6.1 LoadPoint shall indemnify, defend and hold harmless AT&T Tennessee from and against any claims, losses, actions, causes of action, suits, demands, damages, injury and costs including reasonable attorney fees, which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not LoadPoint), except to the extent caused by AT&T Tennessee's gross negligence or willful misconduct.

Issue 22 – What is the appropriate ICA language, if any, to address call related databases?

16. Call Related Databases and Signaling

16.1 Except for 911 and E911, AT&T Tennessee is not required to provide unbundled access to call related databases pursuant to Section 251.

16.2 911 and E911 Databases

16.2.1 AT&T Tennessee shall provide LoadPoint with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

16.2.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. LoadPoint will be required to provide the AT&T Tennessee 911 database vendor daily service order updates to E911 database in accordance with Section 14.3. below.

16.3 Technical Requirements

16.3.1 AT&T Tennessee's 911 database vendor shall provide LoadPoint the capability of providing updates to the ALI/DMS database through a specified electronic interface. LoadPoint shall contact AT&T Tennessee's 911 database vendor directly to request interface. LoadPoint shall provide updates directly to AT&T Tennessee's 911 database vendor on a daily basis. Updates shall be the responsibility of LoadPoint and AT&T Tennessee shall not be liable for the transactions between LoadPoint and AT&T Tennessee's 911 database vendor.

16.3.2 It is LoadPoint's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T Tennessee's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the AT&T Wholesale-Southeast Region Web site: http://wholesale.att.com/wholesale_markets/local/.

16.3.3 LoadPoint shall conform to the AT&T Tennessee standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Wholesale-Southeast Region Web site: http://wholesale.att.com/wholesale_markets/local/.

16.3.4 Stranded Unlocks are defined as End User records in AT&T Tennessee's ALI/DMS database that have not been migrated for over ninety (90) days to LoadPoint, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for LoadPoint to assume responsibility for such records.

16.3.5 Based upon End User record ownership information available in the NPAC database, AT&T Tennessee shall provide a Stranded Unlock annual report to LoadPoint that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. LoadPoint shall review the Stranded Unlock report, identify its Customer records and request to either delete such records or migrate the records to LoadPoint within two (2) months following the date of the Stranded Unlock report provided by AT&T Tennessee. LoadPoint shall reimburse AT&T Tennessee for any charges AT&T Tennessee's database vendor imposes on AT&T Tennessee for the deletion of LoadPoint's records.

Issue 23 - What is the appropriate language to implement AT&T Tennessee's obligation, if any, to offer unbundled access to newly deployed or "greenfield" fiber loops, including fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit that is predominantly residential and what, if any impact does the ownership of the inside wiring from the MPOE to each end user have one this obligation?

Issue 28 - What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

17. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).

17.1 Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

17.2 Greenfield Requirements: In new build (Greenfield) areas, where AT&T Tennessee has only deployed FTTH/FTTC facilities, AT&T Tennessee is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

17.3 Overbuild Requirements: In FTTH/FTTC overbuild situations where AT&T Tennessee also has copper loops, AT&T Tennessee will make those copper loops available to CLEC on an unbundled basis, until such time as AT&T Tennessee chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T Tennessee will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. AT&T Tennessee's retirement of copper loops must comply with Applicable Law.

17.4 DS1/DS3 Requirements: Notwithstanding the above, nothing in this Section shall limit AT&T Tennessee's obligation to offer CLECs unbundled DS1 and DS3 loops (or loop/transport combination), regardless of the Loop medium employed, in any wire center where AT&T Tennessee is required to provide such loop facilities.

Issue 24 - What is the appropriate ICA language to implement AT&T Tennessee's obligation to provide unbundled access to hybrid loops?

18. Hybrid loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local loops, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T Tennessee shall provide LoadPointwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between AT&T Tennessee's central office and an End User's premises, but AT&T Tennessee is not required to provide access to the packet switched features, functions and capabilities of its hybrid loops.

18.1 AT&T Tennessee shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or

subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

Issue 26: What is the appropriate ICA language to implement BellSouth's obligation to provide RNMs?

Issue 27: What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring and nonrecurring rates? What is the appropriate language, if any, to incorporate into the ICAs?

19. Routine Network Modifications

19.1 AT&T Tennessee will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If AT&T Tennessee has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of Attachment 2 of the Agreement, then AT&T Tennessee shall perform such RNM at no additional charge.

19.2 RNM shall be performed within the intervals established for the Network Element and subject to the service quality measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If AT&T Tennessee has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A of Attachment 2 of the Agreement, then AT&T Tennessee can submit TELRIC-based cost studies and seek approval from the Commission.

Issue 28: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

20. In FTTH/FTTC overbuild areas where AT&T Tennessee has not yet retired copper facilities, AT&T Tennessee is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by LoadPoint. If a request is received by AT&T Tennessee for a copper Loop, and the copper facilities have not yet been retired, AT&T Tennessee will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T Tennessee's standard Loop provisioning interval will apply. If AT&T Tennessee is unable to meet the standard loop provisioning interval, then AT&T Tennessee must provide a 64KBps voice grade channel over its FTTH/FTTC facilities while the copper is being restored.

Issue 29 - What is the appropriate ICA language to implement AT&T Tennessee's EEL audit rights, if any, under the TRO?

21. EELs Audit Provisions

21.1 After June 29, 2010,AT&T Tennessee may, on an annual basis, audit LoadPoint's records based on cause, in order to verify compliance with the high capacity EEL eligibility criteria. To invoke the audit, AT&T Tennessee shall send a written Notice of Audit to LoadPoint. Such Notice of Audit will

be delivered to LoadPoint no less than thirty (30) calendar days prior to the date upon which AT&T Tennessee seeks to commence an audit

21.2 Such Notice of Audit to LoadPoint shall state AT&T Tennessee's concern that LoadPoint is not complying with the service eligibility requirements and a concise statement of the reasons therefore. AT&T Tennessee is not required to provide documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit. AT&T Tennessee may select the independent auditor without the prior approval of LoadPoint, but AT&T Tennessee should identify the auditor selected to perform the audit prior to the audit commencing. AT&T Tennessee shall furnish a copy of the notice to the Commission. If LoadPoint challenges the concern provided by AT&T Tennessee, or the independence of the auditor selected, AT&T Tennessee shall submit for Commission approval the letter of engagement between itself and its independent auditor along with a proposed methodology/procedure for conducting each EEL audit.

21.3 The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue a report regarding LoadPoint's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether LoadPoint complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

21.4 To the extent the independent auditor's report concludes that LoadPoint failed to comply with the service eligibility criteria, LoadPoint must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

21.5 To the extent the independent auditor's report concludes that LoadPoint did not comply in any material respect with the service eligibility criteria, LoadPoint shall reimburse AT&T Tennessee for the cost of the independent auditor. To the extent the independent auditor's report concludes that LoadPoint did comply in all material respects with the service eligibility criteria, AT&T Tennessee will reimburse LoadPoint for its reasonable and demonstrable costs associated with the audit. LoadPoint will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.

Issue 25 – Under the FCC's definition of a loop found in 47 C.F.R. §51.319(a), is a mobile switching center or cell site an "end User customer's premises?"

22. LoadPoint shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

23. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that LoadPoint may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

Issue 20 – a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration? b) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities? C) What are the suitable points of access for sub-loops for multi-unit premises?

24. Subloop Elements

24.1 Where facilities permit, AT&T Tennessee shall offer access to its Unbundled Subloop (USL) elements as specified herein.

24.2 Unbundled Subloop Distribution (USLD)

24.2.1 The USLD facility is a dedicated transmission facility that AT&T Tennessee provides from an End User's point of demarcation to an AT&T Tennessee cross-connect device. The AT&T Tennessee cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T Tennessee will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

24.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

24.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

24.2.4 If LoadPoint requests a UCSL and it is not available, LoadPoint may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

24.2.5 USLD-INC is the distribution facility owned or controlled by AT&T Tennessee inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

24.2.6 Upon request for USLD-INC from LoadPoint, AT&T Tennessee will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T Tennessee will place cross-connect blocks in twenty five (25) pair increments for LoadPoint's use on this cross-connect panel. LoadPoint will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

24.2.7 For access to Voice Grade USLD and UCSL, LoadPoint shall install a cable to the AT&T Tennessee cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by an AT&T Tennessee technician within the AT&T Tennessee cross-box during the set-up process. LoadPoint's cable pairs can then be connected to AT&T Tennessee's USL within the AT&T Tennessee cross-box by the AT&T Tennessee technician.

24.2.8 Through the SI process, AT&T Tennessee will determine whether access to USLs at the location requested by LoadPoint is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet LoadPoint's request, then AT&T Tennessee will perform the site set-up as described in the CLEC Information Package, located at AT&T Wholesale-Southeast Region Web Site at: http://wholesale.att.com/.

24.2.9 The site set-up must be completed before LoadPoint can order Subloop pairs. For the site set-up in an AT&T Tennessee cross-connect box in the field, AT&T Tennessee will perform the necessary work to splice LoadPoint's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T Tennessee will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

24.2.10 Once the site set-up is complete, LoadPoint will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when LoadPoint requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For

expedite requests by LoadPoint for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

24.2.11 USLs will be provided in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specifications.

24.3 Unbundled Network Terminating Wire (UNTW)

24.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

24.3.1.1 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

24.3.2 Requirements

24.3.2.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

24.3.2.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

24.3.2.3 In existing MDUs and/or MTUs in which AT&T Tennessee does not own or control wiring (INC/NTW) to the End User's premises, and LoadPoint does own or control such wiring, LoadPoint will install UNTW Access Terminals for AT&T Tennessee under the same terms and conditions as AT&T Tennessee provides UNTW Access Terminals to LoadPoint.

24.3.2.4 In situations in which AT&T Tennessee activates a UNTW pair, AT&T Tennessee will compensate LoadPoint for each pair activated commensurate to the price specified in LoadPoint's Agreement.

24.3.2.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

24.3.2.6 Access Terminal installation intervals will be established on an individual case basis.

24.3.2.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

24.3.2.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

24.3.2.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

24.3.2.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

24.3.2.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

This Amendment is deemed to have been executed in accordance with the Tennessee Regulatory Authority's Order entered November 28, 2007 in Docket No. 04-00381 ("Change of Law") Proceeding to Consider Amendments to Interconnection Agreements Resulting from Changes of Law.

LoadPoint, LLC

By: _____

Name: _____

Title: _____

Date: _____

BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee

By: _____

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 3-11-10

Resale OCN# _____

ULEC OCN# _____

CLEC OCN # _____

ACNA - _____