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March 4, 2015

Hon. Herbert Hilliard, Chairman
Tennessee Regulatory Authority
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Level 3 Communications, LLC*
Docket No. 15-00038

Dear Chairman Hilliard:

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 AT&T Tennessee and Level 3 Communications, LLC* ("Level 3").

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T Tennessee and Level 3 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. Level 3 and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

Level 3 recently assumed the ACNA and OCNs from Progress Telecom. As a result, the parties negotiated an amendment to the Agreement adding Progress Telecom's ACNA and OCN to Level 3's regional interconnection agreement with AT&T.¹

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

Very truly yours,

A handwritten signature in dark ink that reads "Paul Stinson". The signature is fluid and cursive, with the first name "Paul" and last name "Stinson" clearly distinguishable.

Paul Stinson

¹Progress Telecom is not certificated in Tennessee. This amendment is being filed in Tennessee so that the Authority's records will accurately reflect the interconnection agreement between Level 3 and AT&T.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Level 3 Communications, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN
AT&T TENNESSEE AND LEVEL 3 COMMUNICATIONS, LLC**

AT&T Tennessee ("AT&T") and Level 3 Communications, LLC ("Level 3") file this request for approval of the Amendment to 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, Level 3 and AT&T state the following:

1. Level 3 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 Level 3. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Level 3 recently assumed the ACNA and OCNs from Progress Telecom. As a result, the parties negotiated an amendment to the Agreement adding Progress Telecom's ACNA and OCN to Level 3's regional interconnection agreement with AT&T.¹

¹Progress Telecom is not certificated in Tennessee. This amendment is being filed in Tennessee so that the Authority's records will accurately reflect the interconnection agreement between Level 3 and AT&T.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Level 3 and AT&T are submitting their Agreement to the TRA for its consideration and approval.

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

Level 3 and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

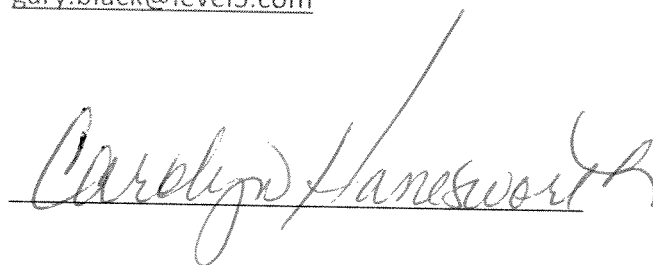
By: Paul Stinson
Paul Stinson
333 Commerce Street, Suite 2102
Nashville, Tennessee 37201-3300
(615) 214-3839

CERTIFICATE OF SERVICE

I hereby certify that on March 20, 2015, a copy of the foregoing document was served on the following, via the method indicated:

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

Gary Black, Jr., VP-Carrier Relations
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021
gary.black@level3.com

A handwritten signature in cursive script, reading "Carolyn Lanesworth", is written over a horizontal line. The signature is in dark ink and includes a long, sweeping flourish that extends upwards and to the right.

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA,
AT&T GEORGIA, AT&T KENTUCKY, AT&T NORTH CAROLINA, AT&T
SOUTH CAROLINA AND AT&T TENNESSEE

AND

LEVEL 3 COMMUNICATIONS LLC



Signature: eSigned - Gary BlackSignature: eSigned - William A. BockelmanName: eSigned - Gary Black
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: VP-Carrier Relations
(Print or Type)Title: Director
(Print or Type)Date: 17 Mar 2015Date: 17 Mar 2015**Level 3 Communications LLC**

BellSouth Telecommunications, LLC d/b/a AT&T
FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T
NORTH CAROLINA, AT&T SOUTH CAROLINA and
AT&T TENNESSEE by AT&T Services, Inc., its
authorized agent

State	CLEC OCN
FLORIDA	5414 5415
GEORGIA	5414 5415
KENTUCKY	5414 5415
NORTH CAROLINA	5414 5415
SOUTH CAROLINA	5414 5415
TENNESSEE	5414 5415

Description	ACNA Code(s)
ACNA(s)	EPK PUN PQC

**AMENDMENT TO THE AGREEMENT
BETWEEN
LEVEL 3 COMMUNICATIONS LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T NORTH CAROLINA, AT&T SOUTH
CAROLINA, AND AT&T TENNESSEE**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee ("AT&T") and Level 3 Communications LLC ("Level 3"). AT&T and Level 3 are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Progress Telecom, LLC ("Progress") are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective on October 09, 2005 ("Progress Agreement");

WHEREAS, AT&T and Level 3 are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective on June 23, 2004 ("Agreement");

WHEREAS, Level 3 has purchased all of the assets of Progress in Florida, Georgia, Kentucky, North Carolina, South Carolina, and Tennessee including those associated with the Progress Agreement ("Progress Assets") and Progress' ACNA and OCN(s);

WHEREAS, AT&T and Level 3 intend that with Level 3's acquisition of Progress' Assets that Progress' Agreement be terminated and the obligations between AT&T and Level 3, including those associated with the Progress' Assets, be governed by Level 3's Agreement; and

WHEREAS, Level 3 will add the ACNA and OCN(s) listed in Section 3 and Section 4 of this Amendment to Level 3's Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, AT&T and Level 3 agree to amend Level 3's Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained herein, and pricing sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Progress Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Level 3 shall be responsible for all charges previously assessed against Progress' ACNA and OCN(s) prior to the Effective Date of this Amendment and shall also be responsible for all AT&T charges associated with the Wholesale Services, including such Wholesale Services associated with ACNA EPK, PUN, and PQC and OCN 5414 and 5415, starting on and continuing after the Amendment Effective Date.
3. The Parties hereby add the ACNA "EPK, PUN, and PQC" to the Agreement.
4. The Parties hereby add the OCN "5414 and 5415" to the Agreement.
5. AT&T shall reflect that name change from "Progress Telecom, LLC" to "Level 3 Communications LLC" only for the main billing account (header card) for each of the accounts previously billed to Progress. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes

AMENDMENT – ASSUME COMPANY CODES AND TERMINATE AGREEMENT/AT&T

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LEVEL 3

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to AT&T's records with respect to those accounts previously billed to Progress, including to the services and items provided and/or billed thereunder or under the Agreement.

6. Level 3 shall operate with AT&T under the "Level 3" name for all accounts previously billed to Progress. Such operation shall include, by way of example only, submitting orders under Level 3, and labeling (including re-labeling) equipment and facilities with "Level 3".
7. Level 3 is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Level 3, or by AT&T on behalf of Level 3, for updating billing accounts previously billed to Progress and End User records.
8. The Parties agree to delete and replace in its entirety Section 20 of the General Terms and Conditions with the following:

20. Notices

20.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

20.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

20.1.2 delivered by facsimile provided CLEC and/or AT&T has provided such information in Section 20.3 below.

20.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T has provided such information in section 20.3 below.

20.2 Notices will be deemed given as of the earliest of:

20.2.1 the date of actual receipt;

20.2.2 the next Business Day when sent via express delivery service;

20.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

20.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

20.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T.

20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gary Black, Jr. VP - Carrier Relations

AMENDMENT – ASSUME COMPANY CODES AND TERMINATE AGREEMENT/AT&T

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LEVEL 3

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STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-2000
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Gary.Black@Level3.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

- 20.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 20.5 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. This Amendment shall be filed with and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	FL	PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee	CLO	PE1BL			760.91		
12	FL	PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee [DISCONNECT]	CLO	PE1BL			1.20		
12	FL	VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee	AMTFS	VE1AF			760.91		
12	FL	VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee [DISCONNECT]	AMTFS	VE1AF			1.20		

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
12	GA	PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee	CLO	PE1BL			740.83		
12	GA	VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee	AMTFS	VE1AF			609.52		

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
12	KY	PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee	CLO	PE1BL			742.12		
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee	AMTFS	VE1AF			742.12		

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
12	NC	PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee	CLO	PE1BL			741.44		
12	NC	VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee	AMTFS	VE1AF			741.44		

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
12	SC	PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee	CLO	PE1BL			743.66		
12	SC	VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee	AMTFS	VE1AF			743.66		

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
12	TN	PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee	CLO	PE1BL			743.25		
12	TN	VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee	AMTFS	VE1AF			743.25		