



Dennis Wagner
External & Legislative Affairs

AT&T Tennessee
333 Commerce Street
Suite 2102
Nashville, TN 37201-1800

T: 615.214.4066
F: 615.214.8867
dennis.wagner@att.com
www.att.com

November 6, 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 Birch Communications, Inc. and Birch Telecom of the South, Inc.*
Docket No. 15-00106

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 Birch Communications, Inc. and Birch Telecom of the South, Inc.* ("Birch").

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 Birch 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. Birch and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

The amendment contains language regarding Wholesale Local Switching traffic.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "D. Wagner", written over a horizontal line.

Dennis Wagner

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Birch Communications, Inc. and Birch Telecom of the South, Inc.*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN AT&T TENNESSEE AND BIRCH
COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE SOUTH, INC.**

AT&T Tennessee ("AT&T") and Birch Communications, Inc. and Birch Telecom of the South, Inc. ("Birch") 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, Birch and AT&T state the following:

1. Birch 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 Birch.

2. The parties have recently negotiated an amendment to the Agreement containing language regarding Wholesale Local Switching traffic. 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, Birch 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 Birch 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. Birch 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.

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

Respectfully submitted,

AT&T TENNESSEE

By: 

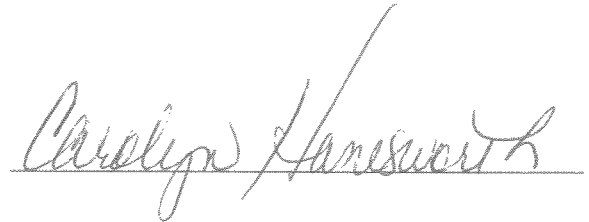
Dennis Wagner
333 Commerce Street, Suite 2102
Nashville, Tennessee 37201-3300
(615) 214-4066

CERTIFICATE OF SERVICE

I hereby certify that on November 6, 2015, a copy of the foregoing document was served on the following, via the method indicated:

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

Chris Bunce, Esquire
Birch Communications
2323 Grand Blvd., #925
Kansas City, MO 64108
Chris.bunce@birch.com

A handwritten signature in cursive script, reading "Carolyn Hanesworth", is written over a horizontal line.

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC 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

BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE
SOUTH, INC.



Signature: eSigned - Greg DarnellSignature: eSigned - William A. BockelmanName: eSigned - Greg Darnell
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Director Margin Assurance
(Print or Type)Title: Director
(Print or Type)Date: 28 Oct 2015Date: 28 Oct 2015Birch Communications, Inc. and Birch Telecom
of the South, Inc.BellSouth Telecommunications, LLC d/b/a AT&T
ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T
KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
and AT&T TENNESSEE by AT&T Services, Inc., its
authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039,7096	2720,1897	2828,1897
FLORIDA	7039,7096	2720,1898	1898
GEORGIA	7039,7096	1986	4361,1986
KENTUCKY	7039,7096	2720,0393	2722,0393
LOUISIANA	7039,7096	1738	0947,1738
MISSISSIPPI	7039,7096	2720,5174	2720,5174
NORTH CAROLINA	7039,7096	2720,2435	3758,2435
SOUTH CAROLINA	7039,7096	2441	3094,2441
TENNESSEE	7039,7096	1739	3290,1739

Description	ACNA Code(s)
ACNA(s)	AXJ,VLK

**AMENDMENT TO THE AGREEMENT
BETWEEN
BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE SOUTH,
AND
BELLSOUTH TELECOMMUNICATIONS, LLC 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**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, L.L.C. 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 Birch Communications, Inc. and Birch Telecom of the South, ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated May 30, 2008 and as subsequently amended (the "Agreement"); and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A and Exhibit B 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 Parties agree to add Exhibit A Inter-carrier Compensation for Wholesale Local Switching as Exhibit F to Attachment 3 of the Agreement.
3. The Parties agree to add the rates for Local Interconnection (Call Transport and Termination) for Wholesale Local Switching in AT&T SOUTHEAST REGION 9-STATE as set forth in Exhibit B, the AT&T Pricing Sheets for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission.

1.0 Intercarrier Compensation for Wholesale Local Switching Traffic

- 1.1 Where CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T SOUTHEAST REGION 9-STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.
- 1.2 The following intercarrier compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.
- 1.2.1 For calls terminating to third parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with third party carriers for purposes of intercarrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a third party carrier and AT&T SOUTHEAST REGION 9-STATE is charged termination charges by a third party terminating a call originated by CLEC, or if such third party carrier bills AT&T SOUTHEAST REGION 9-STATE for terminating such calls, despite the existence of such an agreement, then AT&T SOUTHEAST REGION 9-STATE may, at its option:
- 1.2.1.1 Pay such charges as billed by the third party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the pricing schedule; or
- 1.2.1.2 Pay such charges as billed by the third party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 1.2.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE on a wholesale basis.
- 1.2.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 1.2.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, intercarrier compensation shall apply as follows:
- 1.2.3.1 For interswitch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T SOUTHEAST REGION 9-STATE End User or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services in the AT&T SOUTHEAST REGION 9-STATE area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Schedule.
- 1.2.3.2 For calls originated by a third party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office. AT&T SOUTHEAST REGION 9-STATE shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.
- 1.2.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, intercarrier compensation shall apply as follows:
- 1.2.4.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of

the network component; therefore, CLEC may not charge AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.

- 1.2.4.2 For calls originated by a third party CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
- 1.2.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses AT&T SOUTHEAST REGION 9-STATE's Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:
 - 1.2.5.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge AT&T SOUTHEAST REGION 9-STATE for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Schedule. CLEC shall not charge originating or terminating switched access rates to AT&T SOUTHEAST REGION 9-STATE for termination of those calls.
- 1.2.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses AT&T SOUTHEAST REGION 9-STATE Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:
 - 1.2.6.1 For calls terminating to AT&T SOUTHEAST REGION 9-STATE or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule.
 - 1.2.6.2 For calls terminating to a third party LEC where such LEC is utilizing AT&T SOUTHEAST REGION 9-STATE Wholesale Local Switching to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule. AT&T SOUTHEAST REGION 9-STATE will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that AT&T SOUTHEAST REGION 9-STATE is charged terminating charges by the LEC, AT&T SOUTHEAST REGION 9-STATE may pay such charges and CLEC will reimburse AT&T SOUTHEAST REGION 9-STATE the full amount of such charges within thirty (30) days following AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 1.2.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill AT&T SOUTHEAST REGION 9-STATE any charges for such calls. CLEC shall pay AT&T SOUTHEAST REGION 9-STATE applicable charges for the use of AT&T SOUTHEAST REGION 9-STATE's network in accordance with the rates set forth in the Pricing Schedule.

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring		Per Unit
								Charge (NRC) First	Charge (NRC) Additional	
2	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function Per MOU				0.0007025			MOU
2	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Trunk Port - Shared Per MOU				0.0001638			MOU
2	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Switching Function Per MOU				0.000095			MOU
2	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Trunk Port - Shared Per MOU				0.0002015			MOU
2	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Switching Function Per MOU (Melded)				0.000040993			MOU
2	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Trunk Port - Shared Per MOU (Melded)				0.000286947			MOU
2	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Per Mile Per MOU				0.0000023			Per Mile Per MOU
2	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Facilities Termination Per MOU				0.0003224			MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-recurring		Per Unit
								Charge (NRC) First	Charge (NRC) Additional	
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0007682			MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Trunk Port - Shared, Per MOU				0.000184			MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Switching Function Per MOU				0.0001319			MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Trunk Port - Shared, Per MOU				0.000235			MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Switching Function Per MOU (Melded)				0.000027185			MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Trunk Port - Shared, Per MOU (Melded)				0.000048434			MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Per Mile, Per MOU				0.0000035			Per Mile, Per MOU
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Facilities Termination Per MOU				0.0004372			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring		Per Unit
								Charge (NRC) First	Charge (NRC) Additional	
2	GA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0016333			MOU
2	GA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Trunk Port - Shared, Per MOU				0.0001564			MOU
2	GA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local Or Access Tandem) - Tandem Switching Function Per MOU				0.0006757			MOU
2	GA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local Or Access Tandem) - Tandem Trunk Port - Shared, Per MOU				0.0002126			MOU
2	GA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local Or Access Tandem) - Tandem Switching Function Per MOU (Melded)				0.00012446394			MOU
2	GA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Trunk Port - Shared, Per MOU (Melded)				0.00003916092			MOU
2	GA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Per Mile, Per MOU				0.0000008			Per Mile, Per MOU
2	GA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Facilities Termination Per MOU				0.0004152			MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring		Per Unit
								Charge (NRC) First	Charge (NRC) Additional	
2	KY	LOCAL INTERCONNECTION (CALL TRANSFUNK) AND TERMINATION; FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0011971			MOU
4	KY	LOCAL INTERCONNECTION (CALL TRANSFUNK) AND TERMINATION; FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Trunk Port - Shared, Per MOU				0.0002112			MOU
2	KY	LOCAL INTERCONNECTION (CALL TRANSFUNK) AND TERMINATION; FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local Or Access Tandem) - Tandem Switching Function Per MOU				0.000194			MOU
2	KY	LOCAL INTERCONNECTION (CALL TRANSFUNK) AND TERMINATION; FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local Or Access Tandem) - Tandem Trunk Port - Shared, Per MOU				0.0002416			MOU
2	KY	LOCAL INTERCONNECTION (CALL TRANSFUNK) AND TERMINATION; FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Melded Factor: 48.65% Of The Tandem Rate - Tandem Switching Function Per MOU (Melded)				0.000094381			MOU
2	KY	LOCAL INTERCONNECTION (CALL TRANSFUNK) AND TERMINATION; FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Melded Factor: 48.65% Of The Tandem Rate - Tandem Trunk Port - Shared, Per MOU (Melded)				0.000117538			MOU
2	KY	LOCAL INTERCONNECTION (CALL TRANSFUNK) AND TERMINATION; FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Per Mile, Per MOU				0.000003			MOU
2	KY	LOCAL INTERCONNECTION (CALL TRANSFUNK) AND TERMINATION; FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Facilities Termination Per MOU				0.0007486			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring		Per Unit
								Charge (NRC) First	Charge (NRC) Additional	
2	LA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.001868			MOU
2	LA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Trunk Port - Shared, Per MOU				0.00018			MOU
2	LA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Switching Function Per MOU				0.0001067			MOU
2	LA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Trunk Port - Shared, Per MOU				0.000222			MOU
2	LA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Melded Factor - 33.08% of the Tandem Rate - Tandem Switching Function Per MOU (Melded)				0.00035296			MOU
2	LA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Melded Factor - 33.08% of the Tandem Rate - Tandem Trunk Port - Shared, Per MOU (Melded)				0.000073438			MOU
2	LA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Per Mile Per MOU				0.0000032			Per Mile Per MOU
2	LA	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Facilities Termination Per MOU				0.0003748			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring		Per Unit
								Charge (NRC) First	Charge (NRC) Additional	
2	MS	LOCAL INTERCONNECTION (CALL TRANSPORT) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0010269			MOU
4	MS	LOCAL INTERCONNECTION (CALL TRANSPORT) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Trunk Port - Shared Per MOU				0.000161			MOU
2	MS	AT&T SOUTHEAST REGION 9-STATE LOCAL INTERCONNECTION (CALL TRANSPORT) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Switching Function Per MOU				0.0001723			MOU
2	MS	AT&T SOUTHEAST REGION 9-STATE LOCAL INTERCONNECTION (CALL TRANSPORT) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Trunk Port - Shared Per MOU				0.0001828			MOU
2	MS	AT&T SOUTHEAST REGION 9-STATE LOCAL INTERCONNECTION (CALL TRANSPORT) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Melded Factor - 36.82% of the Tandem Rate - Tandem Switching Function Per MOU (Melded)				0.000063441			MOU
2	MS	AT&T SOUTHEAST REGION 9-STATE LOCAL INTERCONNECTION (CALL TRANSPORT) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Melded Factor - 36.82% of the Tandem Rate - Tandem Trunk Port - Shared, Per MOU (Melded)				0.000067307			MOU
2	MS	AT&T SOUTHEAST REGION 9-STATE LOCAL INTERCONNECTION (CALL TRANSPORT) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Per Mile, Per MOU				0.0000026			MOU
2	MS	AT&T SOUTHEAST REGION 9-STATE LOCAL INTERCONNECTION (CALL TRANSPORT) AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Facilities Termination Per MOU				0.0004541			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	NOT-RECURRING		Per Unit
								Charge (NRC) First	Charge (NRC) Additional	
2	NC	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Switching Function - End Office Switching (Port Usage) - End Office Switching Function - Per MOU				0.0015			MOU
2	NC	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Port - Shared - Per MOU				0.00023			MOU
2	NC	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Switching Function Per MOU				0.0006			MOU
2	NC	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Trunk Port - Shared - Per MOU				0.0003			MOU
2	NC	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Switching Function - Melded Factor - 41.03% of the Tandem Rate - Tandem Switching Function Per MOU (Melded)				0.00024618			MOU
2	NC	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Melded Factor - 41.03% of the Tandem Rate - Tandem Trunk Port - Shared - Per MOU (Melded)				0.00012309			MOU
2	NC	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Per Mile - Per MOU				0.00001			Per Mile, Per MOU
2	NC	LOCAL INTERCONNECTION (CALL TRANSFUR) AND TERMINATION FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Facilities Termination Per MOU				0.00034			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)		Per Unit
								First	Additional	
2	SC	LOCAL INTERCONNECTION (LOCAL TRANSFUNK) AND TERMINATION) FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function Per MOU				0.0010519			MOU
2	SC	LOCAL INTERCONNECTION (LOCAL TRANSFUNK) AND TERMINATION) FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Trunk Port - Shared Per MOU				0.0002136			MOU
2	SC	LOCAL INTERCONNECTION (LOCAL TRANSFUNK) AND TERMINATION) FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Switching Function Per MOU				0.0001634			MOU
2	SC	LOCAL INTERCONNECTION (LOCAL TRANSFUNK) AND TERMINATION) FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Tandem Switching (Port Usage) (Local or Access Tandem) - Tandem Trunk Port - Shared Per MOU				0.0002863			MOU
2	SC	LOCAL INTERCONNECTION (LOCAL TRANSFUNK) AND TERMINATION) FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Meided Factor: 30 30% of the Tandem Rate - Tandem Switching Function Per MOU (Meided)				0.00004951			MOU
2	SC	LOCAL INTERCONNECTION (LOCAL TRANSFUNK) AND TERMINATION) FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Trunk Port - Shared Per MOU (Meided)				0.000086749			MOU
2	SC	LOCAL INTERCONNECTION (LOCAL TRANSFUNK) AND TERMINATION) FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Per Mile, Per MOU				0.0000045			Per Mile, Per MOU
2	SC	LOCAL INTERCONNECTION (LOCAL TRANSFUNK) AND TERMINATION) FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Common Transport - Facilities Termination Per MOU				0.0004055			MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring		Per Unit
								Charge (NRC) First	Charge (NRC) Additional	
2	TN	LOCAL INTERCONNECTION (CALL TRANSFER) AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Switching Function, Per MOU				0.0008041			MOU
2	TN	LOCAL INTERCONNECTION (CALL TRANSFER) AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Switching Function, Per MOU				0.0009778			MOU
2	TN	LOCAL INTERCONNECTION (CALL TRANSFER) AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Switching Function, Per MOU				0.000380364			MOU
2	TN	LOCAL INTERCONNECTION (CALL TRANSFER) AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Switching Function, Per MOU				0.0000064			Per Mile Per MOU
2	TN	LOCAL INTERCONNECTION (CALL TRANSFER) AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	Switching Function, Per MOU				0.0003871			MOU