



Richard T. Howell
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January 26, 2017

VIA OVERNIGHT COURIER

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 Airus, Inc.*
Docket No. 17-00009

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Airus, Inc. ("Airus")*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Regulatory Authority.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Amendment between AT&T Tennessee and Airus within 90 days of its submission. The Act provides that the TRA may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Airus and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment expands the interconnection agreement to the State of Texas.

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

Sincerely yours,

A handwritten signature in blue ink that reads "Richard T. Howell/mr".

Richard T. Howell

RTH/mr
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

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

AT&T Tennessee ("AT&T") and Airus, Inc. ("Airus") 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, Airus and AT&T state the following:

1. Airus 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 Airus.

2. The parties have recently negotiated an amendment to the Agreement. The Amendment expands the underlying interconnection agreement to the State of Texas. 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, Airus 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 Amendment to the Agreement between AT&T and Airus 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. Airus 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.

Airus and AT&T respectfully request that the TRA approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

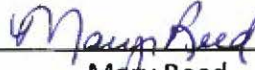
By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on January 26, 2017, a copy of the foregoing document was served on the following, via the method indicated:

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

Airus, Inc.
John McCluskey
General Manager
840 South Canal, 7th Floor
Chicago, IL 60607
jmcccluskey@airustel.com



Mary Reed

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 AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

AIRUS OF ARKANSAS, INC. AND AIRUS, INC.

Signature: eSigned - John McCluskeyName: eSigned - John McCluskey
(Print or Type)Title: General Manager
(Print or Type)Date: 17 Nov 2016Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore
(Print or Type)Title: Executive Director-Regulatory
(Print or Type)Date: 22 Nov 2016**Airus of Arkansas, Inc. and Airus, 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 and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ALABAMA	476H
LOUISIANA	477h
MISSISSIPPI	459H

Description	ACNA Code(s)
ACNA(s)	VOX

**AMENDMENT TO THE AGREEMENT
BETWEEN
AIRUS OF ARKANSAS, INC. AND AIRUS, INC.
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 AND AT&T TENNESSEE,
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA
BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND
AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A
AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T
CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A
AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND
AT&T OKLAHOMA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment ("Amendment") amends the Interconnection Agreement ("Agreement") by and 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 and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI and AT&T OKLAHOMA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN (collectively "AT&T") and Airus of Arkansas, Inc. and Airus, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CARRIER are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, the Parties desire to amend the Agreement to add the State of Texas.

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Pricing Sheets 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 the State of Texas to the Agreement, in addition to adding Pricing Sheet(s) and State specific Appendices, as applicable.
3. 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 (including all incorporated or accompanying Appendices, Addenda, and Exhibits to 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 Amendment.
4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
5. 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 (including all incorporated or accompanying Appendices,

Addenda, and Exhibits to 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 Amendment.

6. 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.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
10. For states other than Arkansas, Ohio and Wisconsin: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute §196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CLEC Legal Name	Contract Type	Dated Date
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Airus, Inc.	Interconnection	8/31/2016
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Airus, Inc.	Interconnection	9/26/2016
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Airus, Inc.	Interconnection	9/26/2016
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Airus, Inc.	Interconnection	9/26/2016
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Airus, Inc.	Interconnection	9/26/2016
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Airus, Inc.	Interconnection	9/26/2016
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Airus, Inc.	Interconnection	9/26/2016
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Airus, Inc.	Interconnection	9/26/2016
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Airus, Inc.	Interconnection	8/31/2016
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Airus, Inc.	Interconnection	9/26/2016
Southwestern Bell Telephone Company	Airus, Inc.	Interconnection	9/26/2016

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Dated Date
d/b/a AT&T MISSOURI			
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Airus, Inc.	Interconnection	9/26/2016
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Airus, Inc.	Interconnection	Included in this filing
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Airus, Inc.	Interconnection	9/26/2016
AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Airus, Inc.	Interconnection	11/3/15
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Airus, Inc.	Interconnection	11/18/15
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Airus, Inc.	Interconnection	12/3/15
Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale	Airus, Inc.	Interconnection	12/25/15
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Airus, Inc.	Interconnection	1/4/16
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Airus of Arkansas, Inc.	Interconnection	6/16/15