



Richard T. Howell
Area Manager-Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, Texas 75202
T: (214)757-8099
F: (214)746-2232
rh2514@att.com
www.att.com

April 6, 2018

VIA OVERNIGHT COURIER

Hon. David F. Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Network Telephone, LLC, Talk America, LLC and The Other Phone Company, LLC (collectively "CLEC")*
Docket No. 1800043

Dear Chairman Jones:

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 CLEC*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment between AT&T Tennessee and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission 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. CLEC and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment implements changes resulting from the FCC ICC Order.

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

Sincerely,

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

Richard T. Howell

RTH/mr
Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Network Telephone, LLC, Talk America, LLC and The Other Phone Company, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND NETWORK TELEPHONE, LLC, TALK AMERICA,
LLC AND THE OTHER PHONE COMPANY, LLC**

AT&T Tennessee ("AT&T") and *Network Telephone, LLC, Talk America, LLC, and The Other Phone Company, LLC* (collectively "CLEC") 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, CLEC and AT&T state the following:

1. CLEC 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 CLEC.

2. The parties have recently negotiated an amendment to the Agreement. The amendment implements changes resulting from the FCC's ICC Order. 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, CLEC and AT&T are submitting their Agreement to the Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment to the

Agreement between AT&T and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission 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. CLEC 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.

CLEC and AT&T respectfully request that the Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

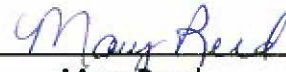
By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on April 6, 2018, a copy of the foregoing document was served on the following, via the method indicated:

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

Network Telephone, LLC, The Other Phone
Company, LLC and Talk America, LLC
Scott Terry
Sr. Negotiator & Account Manager
4001 Rodney Parham Road, B1F02-12
Little Rock, AR 72212
scott.a.terry@windstream.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, AT&T SOUTH 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, 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

LDMI TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC; MCLEODUSA



TELECOMMUNICATIONS SERVICES, LLC D/B/A PAETEC BUSINESS SERVICES; NETWORK TELEPHONE, LLC; TALK AMERICA, LLC; THE OTHER PHONE COMPANY, LLC; TALK AMERICA, LLC D/B/A WINDSTREAM TALK AMERICA; LLC; PAETEC COMMUNICATIONS, LLC; TALK AMERICA, LLC D/B/A CAVALIER TELEPHONE, D/B/A CAVALIER BUSINESS COMMUNICATIONS, D/B/A PAETEC BUSINESS SERVICES; TALK AMERICA, LLC AND LDMI TELECOMMUNICATIONS, LLC; US LEC COMMUNICATIONS, LLC; US LEC OF ALABAMA, LLC; US LEC OF FLORIDA, LLC; US LEC OF GEORGIA, LLC (DELAWARE); US LEC OF NORTH CAROLINA, LLC; US LEC OF SOUTH CAROLINA LLC; US LEC OF TENNESSEE, LLC; WINDSTREAM COMMUNICATIONS TELECOM, LLC; WINDSTREAM COMMUNICATIONS, LLC; WINDSTREAM KDL, LLC; WINDSTREAM NORLIGHT, LLC; WINDSTREAM NTI, LLC; WINDSTREAM NUVOX ARKANSAS, LLC; WINDSTREAM NUVOX ILLINOIS, LLC; WINDSTREAM NUVOX INDIANA, LLC; WINDSTREAM NUVOX KANSAS, LLC; WINDSTREAM NUVOX MISSOURI, LLC; WINDSTREAM NUVOX, LLC

Signature: eSigned - Tim LokenName: eSigned - Tim Loken

(Print or Type)

Title: Director - Regulatory Reporting

(Print or Type)

Date: 08 Feb 2018

LDMI Telecommunications, LLC; McLeodUSA Telecommunications Services, LLC; McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services; Network Telephone, LLC; Talk America, LLC; The Other Phone Company, LLC; Talk America, LLC d/b/a Windstream Talk America, LLC; PAETEC Communications, LLC; PaeTec Communications, LLC; Talk America, LLC d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications, d/b/a Paetec Business Services; Talk America, LLC and LDMI Telecommunications, LLC; US LEC Communications, LLC; US LEC of Alabama, LLC; US LEC of Florida, LLC; US LEC of Georgia, LLC (Delaware); US LEC of North Carolina, LLC; US LEC of South Carolina LLC; US LEC of Tennessee, LLC; Windstream Communications Telecom, LLC; Windstream Communications, LLC; Windstream KDL, LLC; Windstream Norlight, LLC; Windstream NTI, LLC; Windstream NuVox Arkansas, LLC; Windstream NuVox Illinois, LLC; Windstream NuVox Indiana, LLC; Windstream NuVox Kansas, LLC; Windstream NuVox Missouri, LLC; Windstream NuVox, LLC

Signature: eSigned - William BockelmanName: eSigned - William Bockelman

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 08 Feb 2018

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, 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, 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	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	400B,4907,7452,7598,7848,8659,8672,8772,8863	4892,544C,617E,781B,8660,8773,9431	028C,2505,4085,4839,545C,7598,8660,9236
ARKANSAS	3882,3926,608E,7271,7805,7848	132C,1455,2790,3446,7408,7656	132C,1455,168E,2790,872C
CALIFORNIA	2679,3882	5243,793B	4733
FLORIDA	2679,4907,7062,7452,7598,7789,7848,8659,8672,8772,8863	2004,388A,4892,685A,818A,8773,9432	146F,204B,2505,4085,4151,4227,7452,7598,8660,8692,8773,8863
GEORGIA	2048,2679,3882,400B,4907,7001,7848,8659,8772,8863	105C,3747,399B,417G,7002,8773,9433,9438	0086,1552,205B,2911,3747,4085,4893,725D,8355,856A,8660,8773
ILLINOIS	062C,2679,3882,3926,7393,7781,7848,7859,8683	058C,3377,447B,481B,7393,7765,784A,797B	0067,3377,447B,4717,481B,5784,704A,7393,7765
INDIANA	062C,3882,3926,6158,7781,7848	059C,1233,3292,6158,8934	1233,3292,5785,6158,615C,705A,8934
KANSAS	3882,3926,7271,7805	1042,1196,4780,7411	1042,1196,4780,7411
KENTUCKY	400B,4907,7452,7848,8659,8672,8772,8863	2466,483C,4892,784B,8660,8773,9432,9434	204B,2466,2505,3495,3756,480C,687B,8660,8934

LOUISIANA	400B,4907,7452,7598,8659,8672, 8772,8863	0890,3807,4892,687C, 8660,9435	0890,0893,201F,204B,2505,4085,686C, 7598,8660,3807
MICHIGAN	062C,3882,7271,7781,7848,8683	0265,0975,1200,409D, 639B	0975,1200,125E,410D,639B,7701
MISSISSIPPI	7452,8772,8863	4892,622A,8773	3099,5463,8356
MISSOURI	3882,3926,7271,7805	1198,1254,4891,7407	1198,1254,318E,4891,7407
NEVADA	3882	1197	1197
NORTH CAROLINA	2679,4907,608E,7001,7062,7452, 7848,8659,8672,8772,8863	3451,416G,484C,4892, 8773,9437	184F,2505,3451,3833,4085,415G,481C, 7002,751B,7674,7970,8660
OKLAHOMA	3882,7271,7805	1194,3445,7410	1194,211F,7410
SOUTH CAROLINA	400B,4907,7062,7452,8659,8672, 8772,8863	4892,789B,8773,9432, 9438,954C	186F,2505,4085,5464,8660,8693,953C
TENNESSEE	400B,7452,7848,8772,8863,8659, 8672	4892,5514,790B,857C, 8773,9439	2466,351C,3633,8356,856C,8934,8660, 2505
TEXAS	180G,2679,3882	1600	0223,1600,180F,1997
WISCONSIN	062C,3882,7848,8683,7859,7781, 8383	061C,197B,553B,5824, 7767,5696	197B,553B,5787,5824,746E,7767

Description	ACNA Code(s)
ACNA(s)	UHC,SAU,DES,FDW,NSC,SDQ,PYP,NKH,OLP,LDM,KDL,WSJ,TVN,IOR,SGY,GBU,PUA,EDT, LWK, EXE,NLG,LMI,OSC,OCB,MGL,PHG,KCL,PSA

AMENDMENT TO THE AGREEMENT BETWEEN

KENTUCKY DATA LINK, INC.; LDMI TELECOMMUNICATIONS, INC; MCLEODUSA
TELECOMMUNICATIONS SERVICES, INC.; MCLEODUSA TELECOMMUNICATIONS SERVICES,
LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC D/B/A PAETEC BUSINESS
SERVICES; NETWORK TELEPHONE, LLC; PAETEC COMMUNICATIONS INC; PAETEC
COMMUNICATIONS, LLC; TALK AMERICA INC.; TALK AMERICA, LLC; TALK AMERICA, LLC
D/B/A WINDSTREAM; TALK AMERICA, LLC AND LDMI TELECOMMUNICATIONS, LLC; THE
OTHER PHONE COMPANY, LLC; US LEC COMMUNICATIONS, LLC; US LEC OF ALABAMA, LLC;
US LEC OF FLORIDA, LLC; US LEC OF GEORGIA, LLC (DELAWARE); US LEC OF NORTH
CAROLINA, LLC; US LEC OF SOUTH CAROLINA, LLC; US LEC OF TENNESSEE, LLC;
WINDSTREAM KDL, INC.; WINDSTREAM KDL, LLC; WINDSTREAM NORLIGHT, INC.;
WINDSTREAM NORLIGHT, LLC; WINDSTREAM NUVOX, LLC; WINDSTREAM NUVOX
ARKANSAS, INC.; WINDSTREAM NUVOX ILLINOIS, LLC; WINDSTREAM NUVOX INDIANA, LLC;
WINDSTRAM NUVOX KANSAS, INC.; WINDSTREAM NUVOX MISSOURI, LLC; WINDSTREAM
COMMUNICATIONS, INC.; WINDSTREAM COMMUNICATIONS, LLC; WINDSTREAM
COMMUNICATIONS TELECOM, L.P.; WINDSTREAM NTI, LLC;

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, 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, 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

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, CARRIER has changed its legal name and wishes to reflect that name change as set forth herein, and

WHEREAS, the Parties desire to amend the Agreements to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreements are hereby amended to reflect the name change from the CARRIER's Previous Legal Name to CARRIER's New Legal Name as shown in Exhibit A.
3. AT&T shall reflect that name change only for the main billing account (header card) for each of the accounts previously billed to CARRIER. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes

to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement(s). Without limiting the foregoing, CARRIER affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CARRIER with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement(s) that its ACNA and OCN for these accounts have not changed from those previously used by CARRIER with AT&T as a result of said name change and that CARRIER is both entitled and authorized by the appropriate issuing authority to use those Company Code(s) (ACNA/CIC/OCN).

4. Once this Amendment is effective, CARRIER shall operate with AT&T under the CARRIER's New Legal Name for those accounts. Upon mutual agreement, and by way of example only, such operation may include, CARRIER submitting orders under CARRIER's New Legal Name, and making reasonable efforts to change labeling (including re-labeling equipment and facilities with CARRIER's New Legal Name. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s) to AT&T to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. **Intercarrier Compensation**
 - 5.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreements for purposes of reciprocal compensation.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
7. 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.
8. 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such 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. 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.
11. For all States except Arkansas, Ohio, California, and Wisconsin: 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. 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 California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days (30) after the filing date of the Advice Letter to which this Amendment is appended. 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")	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	04/06/2010
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	08/05/2008
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Windstream NuVox, LLC		Interconnection Agreement	08/17/2010
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Windstream Communications, Inc.	Windstream Communications, LLC	Interconnection Agreement	05/05/2006
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	04/03/2006
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	08/07/2007
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Windstream NuVox Arkansas, Inc.	Windstream NuVox Arkansas, LLC	Interconnection Agreement	03/05/2006
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	11/20/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Windstream Norlight, LLC		Interconnection Agreement	06/23/2004
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Windstream NuVox, LLC		Interconnection Agreement	06/05/2006
BellSouth Telecommunications, LLC	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection	09/20/2007

AT&T ILEC ("AT&T")	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
d/b/a AT&T GEORGIA			Agreement	
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	03/16/2004
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Windstream NuVox, LLC		Interconnection Agreement	09/07/2010
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream KDL, LLC		Interconnection Agreement	05/07/2003
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream Norlight, LLC		Interconnection Agreement	12/03/2003
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream NTI, LLC		Interconnection Agreement	03/09/2005
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream NuVox Illinois, LLC		Interconnection Agreement	09/22/2010
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream KDL, LLC		Interconnection Agreement	02/21/2003
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream Norlight, LLC		Interconnection Agreement	02/09/2001
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream NTI, LLC		Interconnection Agreement	02/18/2005
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream NuVox Indiana, LLC		Interconnection Agreement	09/02/2010
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Windstream NuVox Kansas, Inc.	Windstream NuVox Kansas, LLC	Interconnection Agreement	09/14/2005

AT&T ILEC ("AT&T")	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	07/03/2007
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Windstream Norlight, LLC		Interconnection Agreement	04/21/2003
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Windstream NuVox, LLC		Interconnection Agreement	02/18/2010
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	09/25/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Windstream NuVox, LLC		Interconnection Agreement	10/21/2010
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Windstream KDL, LLC		Interconnection Agreement	05/22/2007
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Windstream Norlight, LLC		Interconnection Agreement	07/22/2004
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Windstream NTI, LLC		Interconnection Agreement	01/25/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	03/26/2007
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Windstream NuVox Missouri, Inc.	Windstream NuVox Missouri, LLC	Interconnection Agreement	08/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Windstream Communications, LLC		Interconnection Agreement	07/27/2007

AT&T ILEC ("AT&T")	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	08/31/2007
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	02/19/2004
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Windstream NuVox, LLC		Interconnection Agreement	08/15/2006
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	07/07/2009
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	11/05/2008
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Windstream NuVox, LLC		Interconnection Agreement	12/17/2009
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Kentucky Data Link, Inc.	Windstream KDL, LLC	Interconnection Agreement	08/24/2009
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Windstream NuVox, LLC		Interconnection Agreement	12/14/2009
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Windstream Communications Telecom, L.P.	Windstream Communications Telecom, LLC	Interconnection Agreement	09/16/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	09/19/2008
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Windstream KDL, LLC		Interconnection Agreement	11/27/2007

AT&T ILEC ("AT&T")	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Windstream Norlight, LLC		Interconnection Agreement	05/08/2008
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Windstream NTI, LLC		Interconnection Agreement	02/04/2010

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	PaeTec Communications Inc	PaeTec Communications LLC	Interconnection Agreement	05/27/2009
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	PAETEC Communications, LLC		Interconnection Agreement	11/30/2006
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	PAETEC Communications, LLC		Interconnection Agreement	11/14/2006
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	PaeTec Communications, LLC		Interconnection Agreement	09/22/2010
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	PAETEC Communications, Inc.	PaeTec Communications LLC	Interconnection Agreement	09/05/2006
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	PAETEC Communications, LLC		Interconnection Agreement	10/30/2006
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	PaeTec Communications Inc	PaeTec Communications LLC	Interconnection Agreement	05/13/2009

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	McLeodUSA Telecommunications Services, Inc.	McLeodUSA Telecommunications Services, LLC	Interconnection Agreement	04/03/2006
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services		Interconnection Agreement	09/22/2010
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services		Interconnection Agreement	05/08/2002
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	McLeodUSA Telecommunications Services, Inc.	McLeodUSA Telecommunications Services, LLC	Interconnection Agreement	10/26/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	McLeodUSA Telecommunications Services, LLC		Interconnection Agreement	05/01/2002
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	McLeodUSA Telecommunications Services, Inc.	McLeodUSA Telecommunications Services, LLC	Interconnection Agreement	08/29/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	McLeodUSA Telecommunications Services, Inc.	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services	Interconnection Agreement	05/05/2010
Wisconsin Bell, Inc. d/b/a AT&T	McLeodUSA Telecommunications		Interconnection	10/24/2002

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
WISCONSIN	Services, LLC		Agreement	

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	LDMI Telecommunications, Inc	LDMI Telecommunications, LLC	Interconnection Agreement	10/22/2003
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	LDMI Telecommunications, Inc	LDMI Telecommunications, LLC	Interconnection Agreement	06/09/2003

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Talk America, LLC		Interconnection Agreement	06/18/2007
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Talk America Inc.	Talk America, LLC	Interconnection Agreement	04/03/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Talk America Inc.	Talk America, LLC d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications, d/b/a PaeTec Business Services	Interconnection Agreement	03/23/2010
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Talk America, LLC d/b/a Windstream Talk America, LLC		Interconnection Agreement	08/09/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Talk America, LLC		Interconnection Agreement	01/07/2008
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Talk America LLC		Interconnection Agreement	01/31/2001
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Talk America LLC		Interconnection Agreement	02/19/2010
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Talk America Inc.	Talk America, LLC	Interconnection Agreement	10/24/2005
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Talk America, LLC		Interconnection Agreement	05/23/2007
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Talk America, LLC		Interconnection Agreement	06/29/2007

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Talk America, LLC and LDMI Telecommunications, LLC		Interconnection Agreement	11/12/2009
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Talk America, LLC		Interconnection Agreement	08/01/2007
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Talk America Inc.	Talk America, LLC	Interconnection Agreement	10/24/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Talk America Inc.	Talk America, LLC	Interconnection Agreement	12/28/2000
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Talk America, LLC		Interconnection Agreement	08/31/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Talk America Inc.	Talk America, LLC	Interconnection Agreement	01/24/2007
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Talk America, LLC		Interconnection Agreement	08/28/2007
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Talk America, LLC		Interconnection Agreement	10/08/2007
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Talk America Inc.	Talk America, LLC	Interconnection Agreement	09/16/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Talk America, LLC		Interconnection Agreement	01/22/2010

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	US LEC of Alabama, LLC		Interconnection Agreement	08/08/2006
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	US LEC of Florida, LLC		Interconnection Agreement	12/28/2006
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	US LEC of Georgia, LLC (Delaware)		Interconnection Agreement	09/12/2006
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	US LEC Communications, LLC		Interconnection Agreement	06/18/2009
Southwestern Bell Telephone Company d/b/a AT&T KENTUCKY	US LEC of Tennessee, LLC		Interconnection Agreement	07/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	US LEC Communications, LLC		Interconnection Agreement	10/28/2006
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	US LEC of Tennessee, LLC		Interconnection Agreement	08/29/2006
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	US LEC of North Carolina, LLC		Interconnection Agreement	09/22/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	US LEC of South Carolina, LLC		Interconnection Agreement	11/09/2006
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	US LEC of Tennessee, LLC		Interconnection Agreement	08/07/2006

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Dated
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Network Telephone, LLC		Interconnection Agreement	04/26/2007

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Dated
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007

Pricing Sheet
Exhibit B

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
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU