



Richard T. Howell
Area Manager-Regulatory Relations

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November 1, 2021

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 Concord Telephone Exchange, Inc. ("ILEC")*
Docket No. 21-00129

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 ILEC*. 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 ILEC 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. ILEC and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment adds Data Connection Security Requirements to the ILEC terminating traffic Agreement.

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".

Richard T. Howell

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 Concord Telephone Exchange, Inc.*

Docket No. 21-00129

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

AT&T Tennessee ("AT&T") and Concord Telephone Exchange, Inc. ("ILEC") 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, ILEC and AT&T state the following:

1. ILEC 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 ILEC.
2. The parties have recently negotiated an amendment to the Agreement. The amendment adds Data Connection Security Requirements to the ILEC terminating traffic Agreement. 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, ILEC 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 ILEC 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. ILEC 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.

ILEC 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 November 1, 2021, a copy of the foregoing document was served on the following, via the method indicated:

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

Concord Telephone Exchange, Inc.
Joel Dohmeier
Director of Government and Regulatory
Affairs
525 Junction Road
Suite 7000
Madison, WI 53717
joel.dohmeier@tdstelecom.com



Richard T. Howell

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T
MISSISSIPPI, AT&T SOUTH CAROLINA AND AT&T TENNESSEE,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T
MICHIGAN, 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 OKLAHOMA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

**TDS TELECOMMUNICATIONS LLC, ARCADIA TELEPHONE COMPANY
DBA: TDS TELECOM; BADGER TELECOM LLC D/B/A TDS TELECOM-
NEILSVILLE D/B/A TDS TELECOMMUNICATIONS; BLACK EARTH
TELEPHONE COMPANY LLC D/B/A TDS TELECOM-BLACK EARTH
D/B/A TDS TELECOMMUNICATIONS; BLUE RIDGE TELEPHONE
COMPANY; BONDUEL TELEPHONE COMPANY LLC D/B/A TDS
TELECOM-BONDUEL D/B/A TDS TELECOMMUNICATIONS;**

**BURLINGTON BRIGHTON & WHEATLAND TELEPHONE CO LLC D/B/A
TDS TELECOM-NEW MUNSTER D/B/A TDS TELECOMMUNICATIONS;
BUTLER TELEPHONE COMPANY; CALHOUN CITY TELEPHONE CO.
INC.; CAMDEN TELEPHONE AND TELEGRAPH CO., INC; CAMDEN
TELEPHONE COMPANY, INC.; CENTRAL STATE TELEPHONE
COMPANY LLC D/B/A TDS TELECOM-VESPER D/B/A TDS
TELECOMMUNICATIONS; COMMUNICATIONS CORPORATION OF
INDIANA; COMMUNICATIONS CORPORATION OF SOUTHERN
INDIANA; CONCORD TELEPHONE EXCHANGE, INC.; CONTINENTAL
TELEPHONE COMPANY DBA: TDS TELECOM, INC.; DICKEYVILLE
TELEPHONE LLC D/B/A TDS TELECOMMUNICATIONS; EASTCOAST
TELECOM OF WISCONSIN LLC D/B/A TDS TELECOM-CLEVELAND &
VADERS D/B/A TDS TELECOMMUNICATIONS; GRANTLAND TELECOM
INC D/B/A TDS TELECOM-FENNIMORE D/B/A TDS
TELECOMMUNICATIONS; HAPPY VALLEY TELEPHONE CO. D/B/A TDS
TELECOM; HOME TELEPHONE COMPANY OF PITTSBORO, INC; HOME
TELEPHONE COMPANY, INC.; HORNITOS TELEPHONE COMPANY
D/B/A TDS TELECOM; HUMPHREYS COUNTY TELEPHONE COMPANY;
LESLIE COUNTY TELEPHONE COMPANY, INC; LEWISPORT
TELEPHONE COMPANY, INC.; LITTLE MIAMI COMMUNICATIONS
CORPORATION DBA: TDS TELECOM, INC.; MCCLELLANVILLE
TELEPHONE COMPANY DBA: TDS TELECOM, INC.; MID-AMERICA
TELEPHONE COMPANY, LLC D/B/A TDS TELECOM/MID-AMERICA
TELEPHONE; MID-PLAINS TELEPHONE LLC D/B/A TDS
TELECOMMUNICATIONS; MIDWAY TELEPHONE COMPANY LLC D/B/A
TDS TELECOM-MEDFORD D/B/A TDS TELECOMMUNICATIONS;**

**MOSINEE TELEPHONE COMPANY LLC D/B/A TDS
TELECOMMUNICATIONS; MT VERNON TELEPHONE COMPANY LLC
D/B/A TDS TELECOM-VERONA D/B/A TDS TELECOMMUNICATIONS;
MYRTLE TELEPHONE COMPANY, INC.; NELSON-BALL GROUND
TELEPHONE COMPANY; NORWAY TELEPHONE COMPANY DBA: TDS
TELECOM; OAKMAN TELEPHONE COMPANY; OAKWOOD
TELEPHONE COMPANY DBA: TDS TELECOM, INC.; OKLAHOMA
COMMUNICATION SYSTEMS, LLC D/B/A TDS TELECOM/OKLAHOMA
COMMUNICATION SYSTEMS; PEOPLES TELEPHONE COMPANY;
QUINCY TELEPHONE COMPANY; QUINCY TELEPHONE COMPANY
D/B/A TDS TELECOM; RIVERSIDE TELECOM LLC D/B/A TDS
TELECOM-JOHNSON CREEK D/B/A TDS TELECOMMUNICATIONS; S &
W TELEPHONE COMPANY, INC.; SALEM TELEPHONE COMPANY;
SCANDINAVIA TELEPHONE COMPANY LLC D/B/A TDS TELECOM-IOLA
D/B/A TDS TELECOMMUNICATIONS; SOUTHEAST MISSISSIPPI
TELEPHONE CO. INC.; SOUTHEAST TELEPHONE COMPANY OF
WISCONSIN LLC D/B/A TDS TELECOM-WATERFORD D/B/A TDS
TELECOMMUNICATIONS; ST. STEPHEN TELEPHONE COMPANY;
STATE LONG DISTANCE TELEPHONE CO; STOCKBRIDGE &
SHERWOOD TELEPHONE COMPANY LLC D/B/A TDS TELECOM-
SHERWOOD D/B/A TDS TELECOMMUNICATIONS; TDS TELECOM INC;
CHATHAM TELEPHONE COMPANY; COMMUNICATION CORPORATION
OF MICHIGAN; ISLAND TELEPHONE COMPANY; SHIAWASSEE
TELEPHONE COMPANY; WOLVERINE TELEPHONE COMPANY;
TELLICO TELEPHONE COMPANY; TENNESSEE TELEPHONE
COMPANY; TENNEY TELEPHONE COMPANY LLC D/B/A**

TDS TELECOM-ALMA D/B/A TDS TELECOMMUNICATIONS; THE FARMERS TELEPHONE COMPANY LLC D/B/A FARMERS TELEPHONE COMPANY LLC D/B/A TDS TELECOMMUNICATIONS; THE MERCHANTS & FARMERS TELEPHONE COMPANY; TIPTON TELEPHONE COMPANY, INC.; TRI-COUNTY TELEPHONE COMPANY, INC.; UTELCO, LLC D/B/A TDS TELECOM-MONROE D/B/A TDS TELECOMMUNICATIONS; VANLUE TELEPHONE COMPANY DBA: TDS TELECOM; WAUNAKEE TELEPHONE COMPANY LLC D/B/A TDS TELECOM-WAUNAKEE D/B/A TDS TELECOMMUNICATIONS; WEST POINT TELEPHONE COMPANY, INC.; WILLISTON TELEPHONE COMPANY; WINTERHAVEN TELEPHONE COMPANY D/B/A TDS TELECOM

Signature: eSigned - Joel DohmeierSignature: eSigned - Kristen E. ShoreName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Director of Government and Regulatory Affairs
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 11 Oct 2021Date: 12 Oct 2021

TDS Telecommunications LLC, Arcadia Telephone Company DBA: TDS Telecom; Badger Telecom LLC d/b/a TDS TELECOM-Neilsville d/b/a TDS Telecommunications; Black Earth Telephone Company LLC d/b/a TDS TELECOM-Black Earth d/b/a TDS Telecommunications; Blue Ridge Telephone Company; Bonduel Telephone Company LLC d/b/a TDS TELECOM-Bonduel d/b/a TDS Telecommunications; Burlington Brighton & Wheatland Telephone Co LLC d/b/a TDS TELECOM-New Munster d/b/a TDS Telecommunications; Butler Telephone Company; Calhoun City Telephone Co. Inc.; Camden Telephone and Telegraph Co., Inc.; Camden Telephone Company, Inc.; Central State Telephone Company LLC d/b/a TDS TELECOM-Vesper d/b/a TDS Telecommunications; Communications Corporation of Indiana; Communications Corporation of Southern Indiana; Concord Telephone Exchange, Inc.; Continental Telephone Company DBA: TDS Telecom, Inc.; Dickeyville Telephone LLC d/b/a TDS Telecommunications; EastCoast Telecom Of Wisconsin LLC d/b/a TDS TELECOM-Cleveland & Vaders d/b/a TDS Telecommunications; Grantland Telecom Inc d/b/a TDS TELECOM-Fennimore d/b/a TDS Telecommunications; Happy Valley Telephone Co. d/b/a TDS TELECOM; Home Telephone Company of Pittsboro, Inc; Home Telephone Company, Inc.;

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, 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 OKLAHOMA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

Hornitos Telephone Company d/b/a TDS TELECOM; Humphreys County Telephone Company; Leslie County Telephone Company, Inc; Lewisport Telephone Company, Inc.; Little Miami Communications Corporation DBA: TDS Telecom, Inc.; McClellanville Telephone Company DBA: TDS Telecom, Inc.; Mid-America Telephone Company, LLC d/b/a TDS Telecom/Mid-America Telephone; Mid-Plains Telephone LLC d/b/a TDS Telecommunications; Midway Telephone Company LLC d/b/a TDS TELECOM-Medford d/b/a TDS Telecommunications; Mosinee Telephone Company LLC d/b/a TDS Telecommunications; Mt Vernon Telephone Company LLC d/b/a TDS TELECOM-Verona d/b/a TDS Telecommunications; Myrtle Telephone Company, Inc.; Nelson-Ball Ground Telephone Company; Norway Telephone Company DBA: TDS Telecom; Oakman Telephone Company; Oakwood Telephone Company DBA: TDS Telecom, Inc.; Oklahoma Communication Systems, LLC d/b/a TDS Telecom/Oklahoma Communication Systems; Peoples Telephone Company; Quincy Telephone Company; Quincy Telephone Company d/b/a TDS Telecom; Riverside Telecom LLC d/b/a TDS TELECOM-Johnson Creek d/b/a TDS Telecommunications; S & W Telephone Company, Inc.; Salem Telephone Company; Scandinavia Telephone Company LLC d/b/a TDS TELECOM-Iola d/b/a TDS Telecommunications; Southeast Mississippi Telephone Co. Inc.; Southeast Telephone Company Of Wisconsin LLC d/b/a TDS TELECOM-Waterford d/b/a TDS Telecommunications; St. Stephen Telephone Company; State Long Distance Telephone Co; Stockbridge & Sherwood Telephone Company LLC d/b/a TDS TELECOM-Sherwood d/b/a TDS Telecommunications; TDS Telecom Inc; Chatham Telephone Company; Communication Corporation of Michigan; Island Telephone Company; Shiawassee

Telephone Company; Wolverine Telephone Company; Tellico Telephone Company; Tennessee Telephone Company; Tenney Telephone Company LLC d/b/a TDS TELECOM-Alma d/b/a TDS Telecommunications; The Farmers Telephone Company LLC d/b/a FARMERS TELEPHONE COMPANY LLC d/b/a TDS Telecommunications; The Merchants & Farmers Telephone Company; Tipton Telephone Company, Inc.; Tri-County Telephone Company, Inc.; UTELCO, LLC d/b/a TDS TELECOM-Monroe d/b/a TDS Telecommunications; Vanlue Telephone Company DBA: TDS Telecom; Waunakee Telephone Company LLC d/b/a TDS TELECOM-Waunakee d/b/a TDS Telecommunications; West Point Telephone Company, Inc.; Williston Telephone Company; Winterhaven Telephone Company d/b/a TDS TELECOM

**AMENDMENT TO THE AGREEMENT
BETWEEN
AT&T
AND
TDS TELECOMMUNICATIONS**

This amendment ("Amendment") revises the ILEC to ILEC Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Michigan Bell Telephone Company d/b/a AT&T MICHIGAN; 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 OKLAHOMA; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T"), (only to the extent that the agent for each such AT&T Inc. owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the States listed below) and TDS Telecommunications LLC, Arcadia Telephone Company DBA: TDS Telecom; Badger Telecom LLC d/b/a TDS TELECOM-Neilsville d/b/a TDS Telecommunications; Black Earth Telephone Company LLC d/b/a TDS TELECOM-Black Earth d/b/a TDS Telecommunications; Blue Ridge Telephone Company; Bonduel Telephone Company LLC d/b/a TDS TELECOM-Bonduel d/b/a TDS Telecommunications; Burlington Brighton & Wheatland Telephone Co LLC d/b/a TDS TELECOM-New Munster d/b/a TDS Telecommunications; Butler Telephone Company; Calhoun City Telephone Co. Inc.; Camden Telephone and Telegraph Co., Inc.; Camden Telephone Company, Inc.; Central State Telephone Company LLC d/b/a TDS TELECOM-Vesper d/b/a TDS Telecommunications; Communications Corporation of Indiana; Communications Corporation of Southern Indiana; Concord Telephone Exchange, Inc.; Continental Telephone Company DBA: TDS Telecom, Inc.; Dickeyville Telephone LLC d/b/a TDS Telecommunications; EastCoast Telecom Of Wisconsin LLC d/b/a TDS TELECOM-Cleveland & Vaders d/b/a TDS Telecommunications; Grantland Telecom Inc d/b/a TDS TELECOM-Fennimore d/b/a TDS Telecommunications; Happy Valley Telephone Co. d/b/a TDS TELECOM; Home Telephone Company of Pittsboro, Inc; Home Telephone Company, Inc.; Hornitos Telephone Company d/b/a TDS TELECOM; Humphreys County Telephone Company; Leslie County Telephone Company, Inc; Lewisport Telephone Company, Inc.; Little Miami Communications Corporation DBA: TDS Telecom, Inc.; McClellanville Telephone Company DBA: TDS Telecom, Inc.; Mid-America Telephone Company, LLC d/b/a TDS Telecom/Mid-America Telephone; Mid-Plains Telephone LLC d/b/a TDS Telecommunications; Midway Telephone Company LLC d/b/a TDS TELECOM-Medford d/b/a TDS Telecommunications; Mosinee Telephone Company LLC d/b/a TDS Telecommunications; Mt Vernon Telephone Company LLC d/b/a TDS TELECOM-Verona d/b/a TDS Telecommunications; Myrtle Telephone Company, Inc.; Nelson-Ball Ground Telephone Company; Norway Telephone Company DBA: TDS Telecom; Oakman Telephone Company; Oakwood Telephone Company DBA: TDS Telecom, Inc.; Oklahoma Communication Systems, LLC d/b/a TDS Telecom/Oklahoma Communication Systems; Peoples Telephone Company; Quincy Telephone Company; Quincy Telephone Company d/b/a TDS Telecom; Riverside Telecom LLC d/b/a TDS TELECOM-Johnson Creek d/b/a TDS Telecommunications; S & W Telephone Company, Inc.; Salem Telephone Company; Scandinavia Telephone Company LLC d/b/a TDS TELECOM-Iola d/b/a TDS Telecommunications; Southeast Mississippi Telephone Co. Inc.; Southeast Telephone Company Of Wisconsin LLC d/b/a TDS TELECOM-Waterford d/b/a TDS Telecommunications; St. Stephen Telephone Company; State Long Distance Telephone Co; Stockbridge & Sherwood Telephone Company LLC d/b/a TDS TELECOM-Sherwood d/b/a TDS Telecommunications; TDS Telecom Inc; Chatham Telephone Company; Communication Corporation of Michigan; Island Telephone Company; Shiawassee Telephone Company; Wolverine Telephone Company; Tellico Telephone Company; Tennessee Telephone Company; Tenney Telephone Company LLC d/b/a TDS TELECOM-Alma d/b/a TDS Telecommunications; The Farmers Telephone Company LLC d/b/a FARMERS TELEPHONE COMPANY LLC d/b/a TDS Telecommunications; The Merchants & Farmers Telephone Company; Tipton Telephone Company, Inc.; Tri-County Telephone Company, Inc.; UTECO, LLC d/b/a TDS TELECOM-Monroe d/b/a TDS Telecommunications; Vanlue Telephone Company DBA: TDS Telecom; Waunakee Telephone Company LLC d/b/a TDS TELECOM-Waunakee d/b/a TDS Telecommunications; West Point Telephone Company, Inc.; Williston Telephone Company; Winterhaven Telephone Company d/b/a TDS TELECOM (**collectively, TDS Telecommunications**) on behalf of itself, its

parents, and their Affiliates, a Delaware Limited Liability Company (LLC)), ("CARRIER"), in its capacity as an Incumbent Local Exchange Carrier (jointly referred to as "the Parties" and individually as a "Party").

WHEREAS, AT&T and CARRIER are Parties to an ILEC to ILEC Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), executed December 14, 2020 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to modify certain provisions related to Data Connection Security Requirements; 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, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add the following language:

38.0 DATA CONNECTION SECURITY REQUIREMENTS

- 38.1 This Agreement incorporates Data Connection Security Requirements by reference, as posted on AT&T Prime Access, as they may be amended from time to time at the discretion of AT&T, and for those listed responsibilities to control in the event of any conflict between the responsibilities and the Agreement.
- 38.2 In addition, AT&T consents to allow CARRIER to use Connect:Direct for automated file transfers using a stored password that when stored is protected by the use of Strong Encryption and/or one-way hashing based upon Strong Cryptography, without manual log-in into the AT&T systems required.
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. 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.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. For Alabama, Florida, Georgia, Indiana, Kentucky, Michigan, Mississippi, Oklahoma, South Carolina, Tennessee: 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 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 (30) days 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.