

**FOURTH
AMENDMENT TO
BELLSOUTH/CELLULAR XL ASSOCIATES,L.P.
INTERCONNECTION AGREEMENT
DATED
APRIL 27, 1999**

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Trivergent Communications, Inc. ("TCI"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Agreement between the Parties dated April 27, 1999 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and TCI hereby covenant and agree as follows:

1. The Parties further hereby agree to add rates and provisions for Unbundled Copper Loops as follows:
2. The Parties agree to add Section 4.1.3 to Attachment 3 as follows:

4.1.3 In addition to the Unbundled Voice Grade Loops and Unbundled Digital Loops, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

4.1.3.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

4.1.3.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. TCI may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of TCI's choosing. TCI will determine the type of service that will be provided over the loop.

4.1.3.3 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, TCI agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

4.1.3.4 The UCL loop shall be provided to TCI in accordance with BellSouth's Technical Reference 73600.

3. The rates for the unbundled copper loop will be as set forth in exhibit A, attached herein by reference.

4. Parties agree to add the following section as section 4.1.4 to Attachment 3:

4.1.4 Loop Conditioning

4.1.4.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by TCI, whether or not BellSouth offers advanced services to the End User on that loop.

4.1.4.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

4.1.4.3 BellSouth shall recover the cost of line conditioning requested by TCI through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

In those cases where TCI has requested that BellSouth modify a loop so that it no longer meets the technical parameters for a service specific loop (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

5. The rates for Loop Conditioning is as set forth in Exhibit A, attached herein by reference.

6. The Parties agree to add the following section as section 4.1.5 to Attachment 3:

4.1.5 Loop Make-Up Service Inquiry

4.1.5.1 As an interim process until electronic access to the data contained in LFACs is available, BellSouth shall make available to TCI a Loop Make-Up Service Inquiry process that will provide

a description of the loop facility for a specific telephone number or the loop facility(ies) (DLC and/or copper) serving a specific address. This information will allow TCI to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by TCI.

- 4.1.5.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.
- 4.1.5.3 This process is available to TCI based on telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific address served by both copper facilities and digital loop carrier will contain the loop make-up information for the best available copper loop and the best available loop served by a DLC. Requests submitted based on a specific address that is serviced by only one type of loop will provide the loop make-up information for the best available loop at that address. "Best available," as used in the preceding paragraph, is the loop that BellSouth believes is most compatible with advanced data services (e.g. xDSL, etc).
- 4.1.5.4 The interval for this Loop Make-Up Service Inquiry process is seven (7) business days. This interval is separate from the Service Inquiry and Provisioning Interval stated in the Interval Guide.
- 4.1.5.5 TCI shall submit a Service Inquiry for Loop Make-Up to the TCI account representative or the CRSG. BellSouth will perform the loop make-up and return the completed Loop Make-Up to TCI. The Parties understand that Loop Make-Up is offered in order for TCI to best determine the type of loop to order at a given location, but that Loop Make-Up does not reserve the facilities.

7. The Rates Loop Make-up are set forth in Exhibit A, herein by reference.

8. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect.

9. The Parties further agree that either or both of the Parties is authorized to submit this First Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Trivergent Communications, Inc.

Signature on File

By: _____
Randy McDougal

Title: SVP Marketing

03/30/2000
Date: _____

BellSouth Telecommunications,

Signature on File

By: _____
Jerry Hendrix
Senior Director – Interconnection
Services – Pricing

04/01/2000
Date: _____

EXHIBIT A

1. The following rates for Loop Make-Up Service Inquiry, as subject to true-up, will apply:

Loop Make-Up Service Inquiry	USOC	State	Rate*
		KY	\$233.75

*These rates are interim, subject to true-up.

2. The following rates for Unbundled Copper Loops and Loop Conditioning, as subject to true-up, will apply:

2-Wire Unbundled Copper Loop (18kft or less)	KY*
Recurring	\$11.89
Non-Recurring	
Non-Recurring 1 st	\$713.50
Non-Recurring Add'l	\$609.44
Manual Svc Ord -1 st	\$47.00
Manual Svc Ord –Adl	\$21.00
Manual Svc Ord –Dis	\$17.77
Order Coordination 1 st and Add'l	N/A
Disconnect 1 st	N/A
Disconnect Addl	N/A

*Same as ADSL loop rate

Loop Conditioning	
Remove Equip < 18Kft	
Load Coil Removal per pair-	
First Install	\$70.04
Add'l Install	\$70.04
Remove Equip > 18Kft	
Load Coil Removal per pair	
First Install	\$765.29
Addl Install	\$23.74
Remove Bridge Tap all	
First Install	\$105.34
Addl Install	\$105.34

The UCL Rates listed above may be used for UCLs longer than 18kft until we are able to perform a cost study on long UCLs (18kft).

The Loop Conditioning charges would apply in addition to the UCL NRCs.

All the rates listed above would be subject to true-up once final cost numbers are determined.

The Parties agree that the prices reflected herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement, including the FCC. Under the "true-up" process, the price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, TCI shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to TCI. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that such differences shall be resolved through arbitration.