

AMENDMENT
TO
THE INTERCONNECTION AGREEMENT BETWEEN
BUSINESS TELECOM, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 21, 2000

Pursuant to this Agreement (the "Amendment"), Business Telecom, Inc. ("BTI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Interconnection Agreement between the Parties dated February 21, 2000 ("Interconnection 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, the Parties hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include the following terms and conditions for the provision of Port/Loop Combinations in the state of North Carolina.

1. Port/Loop Combinations

1.1 At BTI's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in the Rate section of the agreement, for those combinations that are currently combined in BellSouth's network, except as specified in Sections 1.1.1 and 1.1.2 below.

1.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.

1.1.2 BellSouth is not required to provide circuit switching in Density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Charlotte MSA to BTI if BTI's customer has 4 or more DS0 equivalent lines.

1.2. Definition

1.2.1 For purposes of this Amendment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

1.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 1.4 following provides the combinations of port and loop network elements that may be ordered by BTI when Currently Combined except in those

locations where BellSouth is not required to provide circuit switching, as set forth in Section 1.1.2 above.

1.3 Rates for Combinations of Loop and Port Network Elements

1.3.1 Rates for combinations of loop and port network elements are provided in Exhibit A of this Amendment.

2. Exhibit C of Attachment 2 of the Interconnection Agreement is hereby amended to include the North Carolina Public Utilities Commission's permanent UNE rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit A.

3. Exhibit A of Attachment 3 of the Interconnection Agreement is hereby amended to include the North Carolina Public Utilities Commission's permanent UNE rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit B.

4. Exhibit A of Attachment 5 of the Interconnection Agreement is hereby amended to include the North Carolina Public Utilities Commission's permanent UNE rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit C.

5. Exhibit A – North Carolina of Attachment 4 of the Interconnection Agreement is hereby amended to add the following terms and conditions for the provision of Space Preparation in the state of North Carolina and to include the North Carolina Public Utilities Commission's permanent Collocation rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit D.

Space Preparation Fee in North Carolina. In North Carolina, the Space Preparation Fee is a monthly recurring charge, assessed per arrangement, per location, which is due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date BTI first occupies the Collocation Space, which include survey, engineering, design and modification costs for network, building and support systems. In the event BTI opts for cageless space, the space preparation charge will be assessed based on the total floor space dedicated to BTI as described in Section 7.5. The Space Preparation Fee always consists of charges for Firm Order Processing, Central Office Modifications, Power, and Common Systems Modifications. The charge for Common Systems Modification will be on a per square foot basis for cageless and on a per cage basis for caged collocation. The charge for Power will be assessed per the nominal –48V DC ampere requirements specified by BTI on the Bona Fide Application.

5. Section 5 of the General Terms and Conditions of the Interconnection Agreement is hereby amended to include the following language:

5.3.1 Notwithstanding any provision(s) to the contrary, BTI agrees to provide to BellSouth, and BellSouth agrees to accept, BTI's Subscriber Listing

Information (SLI) relating to BTI's customers in the geographic area(s) covered by this Interconnection Agreement. BTI authorizes BellSouth to release all such BTI SLI provided to BellSouth by BTI to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

5.3.2 No compensation shall be paid to BTI for BellSouth's receipt of BTI SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of BTI's SLI, or costs on an ongoing basis to administer the release of BTI SLI, BTI shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by BTI under this Agreement. BTI shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate BTI listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to BTI any complaints received by BellSouth relating to the accuracy or quality of BTI listings.

5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

6. All of the other provisions of the Interconnection Agreement dated February 21, 2000 shall remain unchanged and in full force and effect until the expiration date.

7. Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

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

Business Telecom, Inc.

Signature on File

By: _____

Signature

Name: Anthony M. Copeland

BellSouth Telecommunications, Inc.

Signature on File

By: _____

Signature

Name: Jerry D. Hendrix

Title: Executive VP/General Counsel Title: Senior Director

Date: April 27, 2000

Date: May 2, 2000

Exhibit D

EXHIBIT A: BELLSOUTH/BTI RATES – NORTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
	Space Preparation Fee			
	Central Office Modification	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged	Per cage	\$110.79	
	Power	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (Note 2) Welded Wire-mesh	Per first 100 sq. ft.	\$102.76	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1PL	Power -48V DC Power	Per amp	\$6.65	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 3) 2-wire	Per cross connect	\$0.32	First/Add'l \$41.78/\$39.23
PE1P4	4-wire		\$0.64	\$41.91/\$39.25
PE1P1	DS-1		\$2.34	\$71.02/\$51.08
PE1P3	DS-3		\$42.84	\$69.84/\$49.43
PE1F2	2-fiber		\$15.99	\$67.34/\$48.55
PE1F4	4-fiber		\$28.74	\$82.35/\$63.56

Exhibit D

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation* Administrative change, existing card*	Per card Per card		\$55.00 \$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.10	NA
PE1PF	4-Wire Cross-Connect		\$0.19	NA
PE1PG	DS1 Cross-Connect		\$0.79	NA
PE1PH	DS3 Cross-Connect		\$4.85	NA
PE1B2	2 Fiber Cross-Connect		\$39.67	NA
PE1B4	4 Fiber Cross-Connect		\$53.49	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

Exhibit D

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA **PHYSICAL COLLOCATION (continued)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connect:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First/Additional</u>
2-wire	\$46.53/\$43.98
4-wire	\$46.64/\$43.98
DS-1	\$75.72/\$55.78
DS-3	\$74.54/\$54.13

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

Exhibit D

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA **PHYSICAL COLLOCATION (continued)**

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.