

**Seventh Amendment to the Agreement
Between
TCG Ohio
and
BellSouth Telecommunications, Inc.
Kentucky
Dated July 20, 2001**

Pursuant to this Amendment, (the "Amendment"), TCG Ohio (TCG), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 20, 2001, ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and TCG entered into the Agreement on July 20, 2001, and;

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. The parties agree to add the following provision to Attachment 2, Section 6.6 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.

6.6.2 Where AT&T utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for a BellSouth transported interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon trunk studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. The melded Tandem Switching charge shall be displayed on BellSouth's standard UNE bill in the Unbundled Transport Tandem Switching and Trunk Port section under Undetermined Routing – Originating for both Local and Access. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as of the effective date of this amendment illustrate when the full or melded Tandem Switching rates apply for specific UNE-P call scenarios.

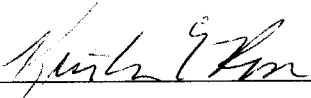
2. The Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves any rights it may have to submit any argument, in any federal or state regulatory proceeding in support of, or in opposition to, any position regarding the melded Tandem Switching rate.
3. All of the other provisions of the Agreement, dated July 20, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

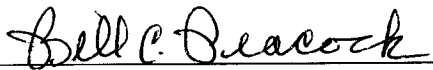
General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

TCG Ohio

By: 

By: 

Name: Kristen E. Rowe

Name: Bill C. Peacock

Title: Director

Director – Local Services &
Title: Access Management

Date: 6/30/04

Date: 6-23-04

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
UNBUNDLED LOCAL SWITCHING, PORT USAGE															
Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU (Melded)					0.000094381									
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000117538									
	Melded Factor: 48.65% of the Tandem Rate														