

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON SOUTH INC., f/k/a GTE SOUTH INCORPORATED

and

NEWSOUTH COMMUNICATIONS CORPORATION

THIS AMENDMENT No. 1 (this "Amendment") is made this 15th day of October 2001 (the "Effective Date"), by and between Verizon South Inc., f/k/a GTE South Incorporated a Virginia corporation ("Verizon") and NewSouth Communications Corporation, a Delaware corporation ("NewSouth"). (Verizon and NewSouth may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the Commonwealth of Kentucky (the "Commonwealth").

WITNESSETH:

WHEREAS, Verizon and NewSouth are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 filed with the Commission dated February 3, 2000 (the "Agreement").

WHEREAS, subsequent to the approval of the Agreement, NewSouth notified Verizon that it desired to amend the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in the Combinations Attachment and Pricing Appendix to Combinations Attachment attached hereto as Appendix A, shall govern the provisions of Combinations.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement 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, 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 Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after Effective Date.

6. Reservation of Rights. Each Party reserves its respective rights to assert claims pursuant to the Agreement or Applicable Law.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and shall be effective upon the Effective Date.

NEWSOUTH COMMUNICATIONS INC.

VERIZON SOUTH INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice President – Interconnection Services
Policy & Planning

Date: _____

Date: _____

COMBINATIONS ATTACHMENT

1. General

- 1.1 Verizon shall provide to NewSouth, in accordance with this Attachment and the requirements of Applicable Law, access to Verizon's Network Elements in combinations (Combinations); provided, however, that notwithstanding any other provision of this Attachment, Verizon shall be obligated to provide Combinations to NewSouth only to the extent required by Applicable Law and may decline to provide Combination to NewSouth to the extent that provision of such Combination is not required by Applicable Law.

- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a Combination pursuant to this Attachment only to the extent such Combination, and the equipment and facilities necessary to provide such Combination, are available (i.e., existing, spare and non-defective facilities or equipment) in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. NewSouth may use a Combination only for those purposes for which Verizon is required by Applicable Law to provide such Combination to NewSouth. Without limiting the foregoing, NewSouth may use a Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such Combination to NewSouth in order to allow NewSouth to provide such Exchange Access services.

- 1.3 Notwithstanding any other provision of this Attachment:
 - 1.3.1 To the extent that Verizon is required by a change in Applicable Law to provide a Combination not offered under this Attachment to NewSouth as of the Effective Date, or to provide Combinations for purposes not authorized by this Attachment, the terms, conditions and prices for such Combination (including, but not limited to, the terms and conditions defining the Combination and stating when and where the Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.

 - 1.3.2 Verizon shall not be obligated to provide to NewSouth, and NewSouth shall not request from Verizon, access to a proprietary advanced intelligent network service.

- 1.4 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Attachment to terminate its provision of a Combination, if Verizon provides a Combination to NewSouth, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Combination, Verizon may terminate its provision of such Combination to NewSouth, provided that Verizon shall reasonably cooperate with NewSouth to minimize interruption of service to customers of NewSouth. If Verizon terminates its provision of a Combination to NewSouth pursuant to this Section 1.4 and NewSouth elects to purchase other Services offered by Verizon in place of such Combination, then:
 - (a) Verizon shall reasonably cooperate with NewSouth to coordinate the termination of such Combination and the installation of such Services to minimize

the interruption of service to Customers of NewSouth; and, (b) NewSouth shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges for installations requiring new facilities or where physical changes to existing facilities are required.

- 1.5 If as the result of NewSouth Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the NewSouth Customer premises, NewSouth will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

2. Combinations

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to NewSouth, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Combination.
- 1.2 Charges shall be as stated in this Section 1.
- 1.3 The Charges shall be the Charges stated in the Providing Party's applicable Tariff to the extent that the Charges in the Tariff have been approved by or otherwise allowed to go into effect by the Commission or the FCC ("Tariff Charges").
- 1.4 In the absence of Charges established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, Charges in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges established pursuant to Sections 1.3 through 1.5, if Charges are otherwise expressly provided for in this Attachment, such Charges shall apply.
- 1.7 In the absence of Charges established pursuant to Sections 1.3 through 1.6, the Charges shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges established pursuant to Sections 1.3 through 1.7, the Charges shall be mutually agreed to by the Parties in writing.

2. Regulatory Review of Prices

Notwithstanding any other provision of this Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

- * UNE 2-wire Analog loop; and
- * UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

- * UNE 2-wire Digital loop; and
- * UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

- * UNE DS1 loop; and
- * UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

- * UNE DS1 loop; and
- * UNE DS1 Digital Trunk Side port

NRCs. On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If NewSouth does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill NewSouth for OS/DA calls at a market-based ICB rate pending NewSouth's completion of a separate OS/DA agreement.

NON-RECURRING CHARGES

| LOCAL WHOLESALE SERVICES | Ordering 100% Manual | Ordering Semi- Mech. | Provisioning Initial Unit | Addt'l Unit |
|---|----------------------------|----------------------------|---------------------------------|----------------|
| ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS) | | | | |
| Advanced - Basic - Initial | \$ 88.39 | \$ 56.13 | \$397.31 | N/A |
| Advanced - Basic - Subsequent | \$ 38.02 | \$ 21.89 | \$ 49.53 | N/A |
| DS0 - Initial | \$ 88.39 | \$ 56.13 | \$482.99 | N/A |
| DS0 - Subsequent | \$ 38.02 | \$ 21.89 | \$ -- | N/A |
| DS1/DS3 - Initial | \$ 97.94 | \$ 65.68 | \$384.08 | N/A |
| DS1/DS3 - Subsequent | \$ 38.02 | \$ 21.89 | \$ 9.90 | N/A |
| UNE PLATFORM | | | | |
| Exchange - Basic - Initial | \$ 31.57 | \$ 22.13 | \$ 28.23 | \$ 26.58 |
| Exchange - Basic - Subsequent | \$ 16.44 | \$ 13.26 | \$ 1.08 | \$ 1.08 |
| Exchange - Basic - Changeover | \$ 19.93 | \$ 15.54 | \$ 0.90 | \$ 0.90 |
| Exchange - Complex Nondigital - Initial | \$ 41.35 | \$ 27.53 | \$162.41 | \$ 31.70 |
| Exchange - Complex Nondigital - Subsequent (Port Feature) | \$ 16.44 | \$ 13.26 | \$ 5.89 | \$ 5.89 |
| Exchange - Complex Nondigital - Subsequent (Switch Feature Group) | \$ 20.82 | \$ 13.26 | \$ 22.73 | \$ 22.73 |
| Exchange - Complex Nondigital - Changeover (As Is) | \$ 22.35 | \$ 17.96 | \$ 3.61 | \$ 3.61 |
| Exchange - Complex Nondigital - Changeover (As Specified) | \$ 30.08 | \$ 21.31 | \$ 20.97 | \$ 3.61 |
| Exchange - Complex Digital - Initial | \$ 41.35 | \$ 27.53 | \$205.75 | \$ 28.18 |
| Exchange - Complex Digital - Subsequent (Port Feature) | \$ 16.44 | \$ 13.26 | \$ 5.15 | \$ 5.15 |
| Exchange - Complex Digital - Subsequent (Switch Feature Group) | \$ 20.82 | \$ 13.26 | \$ 22.73 | \$ 22.73 |
| Exchange - Complex Digital - Changeover (As Is) | \$ 22.35 | \$ 17.96 | \$ 4.18 | \$ 4.18 |
| Exchange - Complex Digital - Changeover (As Specified) | \$ 30.08 | \$ 21.31 | \$ 80.98 | \$ 4.18 |
| Advanced - Complex - Initial | \$ 48.35 | \$ 34.53 | \$681.24 | \$303.66 |
| Advanced - Complex - Subsequent | \$ 20.82 | \$ 13.26 | \$ 65.81 | \$ 48.47 |
| Advanced - Complex - Changeover (As Is) | \$ 24.06 | \$ 19.67 | \$ 51.51 | \$ 34.17 |
| Advanced - Complex - Changeover (As Specified) | \$ 37.08 | \$ 28.31 | \$ 82.31 | \$ 64.97 |