AMENDMENT
TO
THE INTERCONNECTION AGREEMENT BETWEEN
2nd CENTURY COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 16, 1999

Pursuant to this Agreement (the "Amendment"), 2nd Century Communications, Inc. ("2nd Century") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Interconnection Agreement between the Parties dated June 16, 1999 ("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 2nd Century'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 2nd Century if 2nd Century'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 2nd Century 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 rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit B.

4. 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 C.

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 2nd Century first occupies the Collocation Space, which include survey, engineering, design and modification costs for network, building and support systems. In the event 2nd Century opts for cageless space, the space preparation charge will be assessed based on the total floor space dedicated to 2nd Century 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 2nd Century on the Bona Fide Application.

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

6. The Interconnection Agreement is hereby amended to include an Attachment 11 – Disaster Recovery, attached hereto as Exhibit E.

7. The General Terms and Conditions section of the Interconnection Agreement is hereby amended to delete the bolded language as follows:

> "The terms and conditions contained within the General Terms and Conditions were negotiated as a whole and each term and condition within the General Terms and Conditions is interdependent upon the other terms and conditions in the General Terms and Conditions."

8. Attachments 1 – 9 of the Interconnection Agreement are amended to delete the bolded language at the beginning of each attachment as follows:

> "The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions in this Attachment."

9. All of the other provisions of the Interconnection Agreement dated June 16, 1999 shall remain unchanged and in full force and effect until the expiration date.

10. 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.

2nd Century Communications, Inc.	**BellSouth Telecommunications, Inc.**
Signature on File	*Signature on File*
By: _____	By: _____
Signature	Signature
Name: Joyce O. Gailey	Name: Jerry D. Hendrix
Title: Vice President	Title: Senior Director
Date: 5/18/00	Date: 5/22/00

Exhibit A
BELLSOUTH/2nd CENTURY RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

DESCRIPTION	USOC	NC
Signaling Networks, Databases and Service Management Systems		
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	$0.00050
Reservation Charge per 8XX number reserved		
NRC - 1st	N8R1X	$7.05
NRC - Addl'l	N8R1X	$0.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations		
NRC - 1st	N/A	$23.82
NRC - Addl'l	N/A	$2.73
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$41.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Per 8XX # Established with POTS Translations		
NRC - 1st	N8FTX	$23.82
NRC - Addl'l	N8FTX	$2.73
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$41.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Customized Area of Service per 8XX Number		
NRC - 1st	N8FCX	$5.63
NRC - Addl'l	N8FCX	$2.82
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #		
NRC - 1st	N8FMX	$6.59
NRC - Addl'l	N8FMX	$3.77
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Change Charge per request		
NRC - 1st	N8FAX	$8.01
NRC - Addl'l	N8FAX	$0.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Call Handling and Destination Features		
NRC - 1st	N8FDX	$5.63
NRC - Add'l	N8FDX	NA
LINE INFORMATION DATABASE ACCESS (LIDB)		
LIDB Common Transport per query	OQT	$0.0003
LIDB Validation per query	OQU	$0.013400
LIDB Originating Point Code Establishment or Change		
NRC	TBD	$62.26
NRC - Incremental Charge - Manual Service Order	SOMAN	$26.94
CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Connection, per 56Kbps		$18.22
NRC		$278.02
NRC - Incremental Charge - Manual Service Order	SOMAN	$41.35
CCS7 Signaling Termination, per STP port per month		$132.83
CCS7 Signaling Usage, per Call Setup Message		$0.00004
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		$0.00009
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per 56Kbps, per LATA per month		$338.98
OPERATOR CALL PROCESSING		
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.20
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.24
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling, per call	N/A	NA
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.11
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.12
INWARD OPERATOR SERVICES		
Verification, per minute	N/A	$1.15
Verification and Emergency Interrupt, per minute	N/A	$1.15
DIRECTORY ASSISTANCE SERVICES		
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.062
Number Services Intercept per query	N/A	$0.0110
Directory Assistance Access Service Calls, per call		$0.260000
Directory Transport		
Directory Transport - Local Channel DS1, per month	N/A	$35.68
NRC - 1st	N/A	$534.48
NRC - Add'l	N/A	$462.69
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	$86.15
NRC - Incremental Charge-Manual Svc Order - NRC -addl	TBD	$1.77
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.5753
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	$71.29

Exhibit A
BELLSOUTH/2nd CENTURY RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

DESCRIPTION	USOC	NC
NRC - 1st	N/A	$217.17
NRC - Add'l	N/A	$163.75
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$38.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$38.07
Switched Common Transport per DA Access Service per call	N/A	$0.00020
Switched Common Transport per DA Access Service per call per mile	N/A	$0.00003
Access Tandem Switching per DA Access Service per call	N/A	$0.0021
DA Interconnection, per DA Access Service Call	N/A	$0.00
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	
NRC - Manual Service Order - 1st	SOMAN	$407.53
NRC - Manual Service Order - Add'l	SOMAN	$10.98
Directory Assistance Database Service (DADS)		
Directory Assistance Database Service charge per listing	N/A	$0.04460
Directory Assistance Database Service, per month	DBSOF	$126.26
Direct Access to Directory Assistance Service (DADAS)		
Direct Access to Directory Assistance Service, per month	DBSDS	$6,930.00
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0456
Direct Access to Directory Assistance Service, svc estab charge	DBSDE	
NRC	DBSDE	$1,164.00
AIN (Note 4)		
AIN, per message		
AIN - BellSouth AIN SMS Access Service		
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	$294.77
Port Connection - Dial/Shared Access		
NRC	CAMDP	$86.94
Port Connection - ISDN Access		
NRC	CAM1P	$86.94
User ID Codes - per User ID Code		
NRC	CAMAU	$200.83
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	$172.05
Storage, per unit (100Kb)	N/A	$0.0023
Session per minute	N/A	$0.0791
C0. Performed Session, per minute		$2.08
AIN - BellSouth AIN Toolkit Service		
AIN, Service Creation Tools		
Service Establishment Charge, per state, initial set-up		
NRC	BAPSC	$290.05
Training Session, per customer		
NRC	BAPVX	$8,363.00
Trigger Access Charge, per trigger, per DN, Term. Attempt		
NRC	BAPTT	$72.76
Trigger Access Charge, per trigger per DN, Off-Hook Delay		
NRC	BAPTD	$72.76
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate		
NRC	BAPTM	$72.76
Trigger Access Charge, per trigger, per DN, 10-Digit PODP		
NRC	BAPTO	$149.95
Trigger Access Charge, per trigger, per DN, CDP		
NRC	BAPTC	$149.95
Trigger Access Charge, per trigger, per DN, Feature Code		
NRC	BAPTF	$149.95
Query Charge, per query		$0.02
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		$0.005
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.45
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$15.98
NRC	BAPMS	$71.80
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.08
NRC	BAPLS	$47.20
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.90
NRC	BAPDS	$71.80
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.003
NRC	BAPES	$47.20
Operations Support Systems (OSS)		
Recovery of incremental OSS costs, per CLP, per month	TBD	$305.00
OSS CLEC daily usage file (billing): recording, per message	TBD	$0.0003
OSS CLEC daily usage file (billing): message distribution, per message	TBD	$0.0032
OSS CLEC daily usage file: message distribution, per magnetic tape provisioned	TBD	$54.61
OSS CLEC daily usage file (billing): data transmission (connect:direct), per message		$0.00004

Exhibit B

BELLSOUTH/2nd CENTURY RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	NC		
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)				
End Office Switching,				
per mou (includes E.O. trunk port shared per MOU)	NA	$0.0017		
Tandem Switching				
per mou (includes tandem trunk port - shared per MOU)	N/A	$0.0009		
INTEROFFICE TRANSPORT				
Common (Shared) Transport				
Common (Shared) Transport per mile per mou	N/A	$0.00001		
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00034		
Interoffice Channel Transport - Dedicated - VG				
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XF	$0.0282		
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XF	$18.00		
NRC - 1st	1L5XF	$137.48		
NRC - Add'l	1L5XF	$52.58		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$38.07		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$38.07		
Interoffice Channel Transport - Dedicated - DS0 - 56/64 KBPS				
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XK	$0.0282		
Interoffice Transport - Dedicated - DS0 - facility termination per month	1L5XK	$17.40		
NRC - 1st	1L5XK	$137.48		
NRC - Add'l	1L5XK	$52.58		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$38.07		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$38.07		
Interoffice Channel Transport - Dedicated - DS1				
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XL	$0.5753		
Interoffice Transport - Dedicated - DS1 - facility termination per month	1L5XL	$71.29		
NRC - 1st	1L5XL	$217.17		
NRC - Add'l	1L5XL	$163.75		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$38.07		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$38.07		
Interoffice Channel Transport - Dedicated - DS3				
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XM	$12.98		
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5XM	$720.38		
NRC - 1st	1L5XM	$794.94		
NRC - Add'l	1L5XM	$579.55		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$91.26		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$91.26		
Local Channel - Dedicated				
Local Channel - Dedicated - 2-Wire VG				
Monthly Recurring	TEFV2	$14.82		
NRC - 1st	TEFV2	$553.80		
NRC - Add'l	TEFV2	$86.69		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$42.17		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$12.76		
Local Channel - Dedicated - 4-Wire VG				
Monthly Recurring	TEFV4	$15.87		
NRC - 1st	TEFV4	$562.23		
NRC - Add'l	TEFV4	$92.67		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$42.17		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$12.76		
Local Channel - Dedicated - DS1				
Monthly Recurring	TEFHG	$35.68		
NRC - 1st	TEFHG	$534.48		
NRC - Add'l	TEFHG	$462.69		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$42.17		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$12.76		
Local Channel - Dedicated – DS3				
Monthly Recurring	TEFHJ	$498.87		
NRC - 1st	TEFHJ	$562.25		
NRC - Add'l	TEFHJ	$527.88		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$56.25		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$56.25		
NOTES:				
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.				

Exhibit C

EXHIBIT A: BELLSOUTH/2nd CENTURY 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	
	Space Enclosure **(Note 2)**			
PE1BW	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
	Power			
PE1PL	-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
	Cross Connects **(Note 3)**	Per cross connect		First/Add'l
PE1P2	2-wire		$0.32	$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 C

NORTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	$52.00	
	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire 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
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		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 C

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.

	First/Additional
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 C

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.

Exhibit D
BELLSOUTH/2nd CENTURY RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	NC
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)		
RCF, per number ported (Business Line)	TNPBL	$1.66
NRC -	TNPBL	$0.71
RCF, per number ported (Residence Line)	TNPRL	$1.66
NRC	TNPRL	$0.71
RCF, per additional path	N/A	$0.32
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD	
NRC - 1st	TNP++	$2.73
NRC - Add'l	TNP++	$2.73
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$43.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$43.07
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID		
DID per number ported, Residence - NRC	TNPDR	$2.25
DID per number ported, Business - NRC	TNPDB	$2.25
DID per service order, per location		
NRC - 1st	TNPRD	$2.73
NRC - Add'l	TNPRD	$2.73
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$43.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$43.07
DID, per trunk termination, Initial	TNPT2	$11.43
NRC	TNPT2	$217.88
DID, per trunk termination, subsequent	TNPT2	$11.43
NRC	TNPT2	$73.56
NOTES:		
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.		

Exhibit E

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY PLANNING

For

CLECS

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PAGE

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO - Central Office (BellSouth)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BellSouth)

CLEC - Competitive Local Exchange Carrier

NMC - Network Management Center

SWC - Serving Wire Center (BellSouth switch)

T1 - Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.