

UNBUNDLED COPPER LOOP – NON DESIGNED (UCL-ND)
AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELL SOUTH TELECOMMUNICATIONS, INC.
AND BROADSLATE NETWORKS
DATED APRIL 13, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and Broadslate Networks, Inc. ("Broadslate") a Delaware corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and Broadslate dated April 13, 2001 (the "Interconnection Agreement") in order to incorporate rates, terms and conditions for Unbundled Copper Loop-Non Designed (UCL-ND) set forth in a settlement agreement accepted by the Georgia Public Service Commission ("PSC") in Docket Number 11900-U on April 3, 2001 ("Settlement 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 Broadslate hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to include the terms and conditions for UCL-ND as set forth below:

- 1.1. The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.
- 1.2. The UCL-ND will be provisioned according to the specifications for the UCL-ND set forth in BellSouth's TR73600.

- 1.3. The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, Broadslate can request Loop Make Up for which additional charges would apply.
- 1.4. Since this loop is not provisioned with a test point, BellSouth is unable to perform remote testing on the UCL-ND. Accordingly, Broadslate agrees to: (i) test and isolate trouble to the BellSouth portion of the UCL-ND before reporting a trouble to BellSouth; (ii) provide the results of such testing when reporting a trouble to BellSouth; and (iii) pay the costs of a BellSouth dispatch if Broadslate reports a trouble on the UCL-ND and no trouble is found on BellSouth's portion of the UCL-ND.
- 1.5. BellSouth will perform continuity validation on UCL-ND loops which require a dispatch to provision prior to order completion.
- 1.6. At an additional charge, BellSouth also will make available Loop Testing so that Broadslate may request further testing on the UCL-ND. The rates for Loop Testing are as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The Loop Testing rates in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee are interim subject to retroactive true-up once the public service commissions in those states establish Loop Testing rates.
- 1.7. UCL-ND loops are not intended to support any particular service and may be utilized by Broadslate to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 1.8. The UCL-ND will be delivered to Broadslate's collocation space via a cross-connect. This cross-connect element will be provisioned as a part of BellSouth's Collocation offering.
- 1.9. Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth's facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

- 1.10. Broadslate may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.
- 1.11. The provisioning interval for the UCL-ND will be listed in BellSouth's Interval Guide.
- 1.12. Cancellation and Expedite charges may be applied according the terms and conditions of Broadslate's interconnection agreement.
- 1.13. When BellSouth provisions a UCL-ND, BellSouth will take necessary steps to identify the pair as an xDSL compatible loop. As such when making modifications to its network, BellSouth will maintain the same specified physical characteristics of the UCL-ND in accordance with TR73600 until the loop is disconnected by the CLEC or the end-user.

2. Those rates, terms and conditions in the Settlement Agreement accepted by the Georgia PSC in Docket No. 11900-U for UCL-ND are as set forth in Exhibit 1-GA attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Georgia are interim subject to retroactive true-up once the Georgia PSC establishes permanent rates for the UCL-ND.

3. The UCL-ND will be made available in Alabama, Florida, Kentucky, Louisiana, Mississippi, and South Carolina at the rates as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, and Exhibit 1-SC attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Alabama, Florida, Kentucky, Louisiana, Mississippi, and South Carolina are interim subject to retroactive true-up once the public service commissions in those states establish recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 unbundled loop, which shall be used as a surrogate for the UCL-ND. The SL-1 rates will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.

4. The UCL-ND will be made available in North Carolina and Tennessee using the commission-approved rates for the SL-1 loop as a surrogate as set forth in Exhibit 1-NC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 loop will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.

5. The rates for each state in Exhibit C of Attachment 2 of the Interconnection Agreement are hereby amended to include the rates and rate elements for UCL-ND as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto.

6. Any rate in the Interconnection Agreement that is not expressly replaced by the rates set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN as described in paragraphs 2, 3 and 4 above shall remain in full force and effect in accordance with the terms of the Interconnection Agreement.

7. The Parties agree that all of the other provisions of the Interconnection Agreement, dated April 13, 2001, shall remain in full force and effect.

8. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the applicable PSC 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.

This Amendment is made effective upon the date that it is signed by both Parties.

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

Original Signature on File
BellSouth Telecommunications, Inc.

By: **C. W. Boltz**

Title: **Managing Director**

Date: **05/09/01**

Original Signature on File
Broadslate Networks, Inc.

By: **Earle A. MacKenzie**

Title: **President**

Date: **05/07/01**

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