

**Amendment to Agreement Between
Cbeyond Communications, LLC and BellSouth Telecommunications, Inc.
Dated November 10, 2000**

Pursuant to this Amendment ("Amendment"), Cbeyond Communications, LLC ("Cbeyond") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Interconnection Agreement for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee between the Parties, dated November 10, 2000 (the "Agreement"), to be effective fifteen (15) days after the date of the last signature executing this Amendment ("Effective Date").

WHEREAS, BellSouth and Cbeyond entered into the Agreement on November 10, 2000.

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 provisions to Attachment 2:

1.7 Rearrangements

1.7.1 Rearrangements are arrangements that require re-termination or other physical rearrangement of circuits (Rearrangements). The Rearrangements covered by this Agreement are as set forth in sections 1.7.2 and 1.7.3 below.

1.7.1.1 Upon request of Cbeyond, BellSouth shall project manage the Change in CFA or Re-Termination of a facility as described in Sections 1.7.2 and 1.7.3 below and Cbeyond may request OC-TS for such orders.

1.7.1.2 BellSouth shall accept a LOA between Cbeyond and another carrier that will allow Cbeyond to connect a DS1 facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's Connecting Facility Assignment (CFA) associated with DS1 or higher bandwidth transport facilities.

1.7.1.3 For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the tariff or separate contract governing the wholesale service(s), nonrecurring charges for the wholesale service/wholesale services from such tariff or contract will apply.

- 1.7.2 Rearrangements of Dedicated Transport, a Combination including Dedicted Transport, and existing Loop/Multiplexing Arrangements Requiring a Change in Connecting Facility Assignment (CFA). A request to move a working Cbeyond circuit from a working CFA to another CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. BellSouth shall charge the applicable rates, including the Change in CFA, applicable manual OSS (SOMAN), collocation cross-connect (if connecting to a collocation arrangement), and project management charges as set forth in Exhibit C or elsewhere in this Agreement.
- 1.7.2.1 Any request to re-terminate one end of a circuit to a different central office will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit C shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.
- 1.7.3 Rearrangement of EELs to Stand Alone Loops (“EEL to DS1 Loop Re-Termination”). Cbeyond may utilize the EEL to DS1 Loop Re-Termination process, as described in BellSouth’s Enhanced Extended Link (EEL) to Unbundled Network Element-Loop (UNE-L) Re-Termination guide, available at <http://interconnection.bellsouth.com/guides>, to disconnect an EEL circuit and re-terminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User Serving Wire Center, as a stand alone DS1 Loop. When using this process, the existing Loop portion of the EEL will be re-used. The remaining Loop will be subject to the recurring rates, terms and conditions for that particular UNE Loop as set forth in this Attachment.
- 1.7.3.1 BellSouth shall charge the applicable EEL to DS1 Loop Re-Termination rates found in Exhibit C of this Attachment. Cbeyond shall also be charged the applicable manual OSS (SOMAN) charge, collocation cross-connect charge, and EEL transport disconnect nonrecurring charges, where such charges have not already been paid by Cbeyond, as set forth in Exhibit C of this Attachment or elsewhere in this Agreement.

The EEL to DS1 Loop Re-Termination process is not available when the Rearrangement requires a dispatch of BellSouth personnel outside the Serving Wire Center where the Loop terminates. If an outside dispatch of BellSouth personnel is required, or if Cbeyond elects not to utilize the EEL to DS1 Loop Re-Termination process, Cbeyond must submit a Local Service Request (LSR) to disconnect the entire EEL circuit, and must submit a separate LSR for the requested stand alone Loop. In such cases, Cbeyond will be charged the EEL disconnect charges, where such

charges have not already been paid by Cbeyond, and the full non-recurring rates for installation of a new Loop, as set forth in Exhibit C.

2. The Parties agree to add the rates for Rearrangements to Exhibit C of Attachment 2, as set forth in Exhibit 1, attached hereto and by reference incorporated into this Amendment.
3. The Parties agree to delete the second WHEREAS clause of the General Terms and conditions in its entirety and agree to replace it with the following paragraph:

WHEREAS, Cbeyond is an alternative local exchange telecommunications company (CLEC) authorized to provide telecommunications services in the state of Georgia, and

4. The Parties agree to delete the rates and the state references for the states of Alabama, Mississippi, Tennessee, Florida, Kentucky, North Carolina, South Carolina, and Louisiana in the following rate sheets:

Attachment 1-Exhibit A and Exhibit G;
Attachment 2-Exhibit C;
Attachment 3-Exhibit A;
Attachment 4-Exhibit A,
Attachment 5-Exhibit A, and
Attachment 7-Exhibit A

5. Cbeyond agrees not to order any unbundled local switching pursuant to this Agreement.
6. The Parties agree to delete Section 2.1 of the General Terms and Conditions in its entirety and replace it with the following:

The term of this Agreement shall be three (3) years, beginning November 10, 2000 and shall apply to the state of Georgia. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

7. This Amendment does not create any waiver of the Parties' existing or future rights, or prejudice the positions of the Parties in Docket Nos. 19341-U and 18995-U.
8. Except to the extent set forth herein, all other provisions of the Agreement, dated November 10, 2000, and any other agreement between Cbeyond and

BellSouth, shall remain in full force and effect, and shall not be modified or altered by this Amendment.

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

BellSouth Telecommunications, Inc.

Cbeyond Communications, LLC

By: W Keith Milner
Name: W KEITH MILNER
~~Kristen E. Shore~~
Title: ASSIST VICE PRES
~~Director~~
Date: 12/06/2005

By: Julia O Strow
Name: Julia O Strow
Title: Vice President - Regulatory
Date: 12/06/05

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment 2 Exh C					
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
UNBUNDLED EXCHANGE ACCESS LOOP																
	Rearrangements															
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop				USL	UREEL		100.91	42.97							
ADDITIONAL NETWORK ELEMENTS																
	Service Rearrangements															
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNCVX, UNCDX, UNC1X	URETD		100.91	42.97							
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28							
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.89	18.89							
		Commingling Authorization			UNCDX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																
	4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	41.02	211.93	72.49	38.24	7.20					
		4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	46.41	211.93	72.49	38.24	7.20					
		4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	62.03	211.93	72.49	38.24	7.20					