

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND NEWSOUTH COMMUNICATIONS CORP.
DATED MAY 18, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and NewSouth Communications Corp ("NewSouth") a Delaware corporation and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date").

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and NewSouth dated May 18, 2001 (the "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, BellSouth and NewSouth hereby covenant and agree as follows:

1. The Parties agree to include the following Sections in Attachment 2 of the Agreement.
 - 3.1.3.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to NewSouth local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.
 - 3.1.3.2 Provided that NewSouth purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an NewSouth local end user, or originated by a BellSouth local end user and terminated to an NewSouth local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge NewSouth the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Inter-carrier compensation for local calls between BellSouth and NewSouth shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
 - 3.1.3.3 Where NewSouth purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed

telephone calls that originate from an NewSouth end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge NewSouth the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and NewSouth shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 3.1.3.4 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill NewSouth the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
- 3.1.3.5 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and NewSouth shall not bill BellSouth originating or terminating switched access for such calls.
- 3.1.3.6 BellSouth shall assess retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if a CLEC has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated May 18, 2001 shall remain in full force and effect.

6. For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by NewSouth prior to filing of the Agreement. The CLEC Louisiana Certification Number for NewSouth is TSP00231.

7. Either or both of the Parties is 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.

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

BellSouth Telecommunications, Inc.

NewSouth Communications Corp

Signature

Signature

Name

Name

Title

Title

Date

Date